

Dear partner:

Thank you very much for choosing CRG to explore potential opportunities for collaboration.

FUNDACIÓ CENTRE DE REGULACIÓ GENÒMICA (hereinafter referred to as “CRG”), is an international biomedical research institute of excellence, whose objective is to discover and advance knowledge and to transfer such knowledge for the benefit of society and public health. It was created in December 2000 as a non-profit Spanish foundation.

CRG can engage with industry under different contractual frameworks which include mostly sponsored research agreements, specific services agreements, strategic partnership agreements, or license agreements.

This letter highlights a number of principles underlying the agreements between industry and CRG:

(a) **Definition of the Project:** Any agreement will require an appropriate definition of the scope of the project, including:

- information related to the work to be done;
- specific deliverables and milestones;
- distribution of tasks and responsibilities;
- schedule to complete the project;
- budget and resources required;
- identification of background IP and expected foreground IP, if possible; and
- ownership and rights on foreground IP.

The Project will be defined together between each industrial partner and CRG.

(b) **Type of the Agreements:**

(i) Non-Disclosure Agreement

A non-disclosure agreement (“NDA”), also sometimes referred to as a confidential disclosure agreement (CDA), is a legal contract between at least two parties which outlines confidential materials or knowledge the parties wish to share with one another for certain purposes, but wish to restrict from generalized use.

The parties agree not to disclose information covered by the agreement. As such, an NDA can protect non-public information of various types. NDAs can be “mutual”, meaning both parties are planning to exchange confidential information with the other, or they can be one-way, meaning that only one party will be disclosing confidential information.

Potentially valuable intellectual property rights may be forfeited if key research information about a potential CRG invention is disclosed prematurely. In advance of meeting with others to discuss collaboration on particular research topics, or to discuss the commercial aspects of CRG inventions, an NDA must be in place stating that the parties will not disclose/use designated confidential information.

(ii) Material Transfer Agreement

Material Transfer Agreements (“MTAs”) are contractual documents used for the acquisition or supply of various biological and research materials, and occasionally data.

CRG typically include terms governing the following:

- Identification of the Materials;
- Price of the Materials and shipping costs;

- Payment terms and invoicing schedules;
- Authorised use of the Materials;
- Intellectual property of the Materials;
- Results of the use of the Materials
- Confidentiality;
- Termination of the agreement;
- Warranties
- Limitation of liability;
- Indemnification;
- Publication rights;
- Governing law and competent jurisdiction; and
- Other issues as deemed appropriate for each specific project.

(iii) Sponsored Research Agreement

A Sponsored Research Agreement (“SRA”) is entered into when industry, provides funding to CRG to support a specific research project with an expectation of receiving reports or certain deliverables. While initial discussions between industrial sponsors and CRG occur in a variety of ways, projects should not be undertaken unless a carefully defined research proposal, including a budget, has been submitted through TBDO of CRG and a funding agreement has been negotiated and signed by the authorized representatives of both parties.

CRG typically include terms governing the following:

- Scope of work to be done;
- Budget for the project;
- Reporting or deliverable requirements;
- Payment terms and invoicing schedules;
- Intellectual property generated from the project;
- Use and treatment of confidential information disclosed during the project;
- Termination of the agreement or project;
- Warranties;
- Limitation of liability;
- Indemnification;
- Publication rights;
- Governing law and competent jurisdiction; and
- Other issues as deemed appropriate for each specific project.

(iv) License Agreements

A License Agreement (“LA”) is entered into when industry is interesting in obtaining the rights to use and commercialize technology developed by CRG for a price. Proposals for LA must be submitted through TBDO of CRG.

CRG typically include terms governing the following:

- Scope of the license: research and development and/or commercialization;
- Definition of the technology;
- Field of use of the technology;
- Term or duration and renewal: validity of the patent or 20 years;
- Remuneration: upfront payment, annual payments, payments subject to milestones and royalties;
- Payment terms and invoicing schedules;
- Reports and audits;

- Intellectual property: protection and defense;
- Confidentiality;
- Reversion rights and causes of termination of the agreement;
- Warranties;
- Limitation of liability;
- Indemnification;
- Publication rights;
- Governing law and competent jurisdiction; and
- Other issues as deemed appropriate for each specific project.

- (c) **Ownership:** As a general rule, CRG will retain the ownership of the results of its research (be it Background or Foreground), whether patentable or not patentable. In such cases, CRG will grant exclusive or non-exclusive licenses on such results, royalty bearing, which may also include upfront payments, and payments upon the achievement of certain milestones, or an option to a license for a limited term and field.

Under certain collaboration schemes on a case by case basis, CRG may consider sharing Foreground IP with its partners in exchange for a proper compensation at the market value. As a non-profit organization which is funded with public funds, CRG is not entitled to transfer ownership of its technology unless such transfer takes place, at least, at its market value. There are certain exceptions to this general rule in case of spin-off promoted by CRG or programs of entrepreneurship sponsored by CRG or collaborations with other research institutions or non-profit international entities.

- (d) **Efforts:** CRG will carry out its research activities with highly qualified researchers and shall apply the highest standards generally acceptable in the sector and in the academic and research environment. CRG shall apply its best efforts in its research activities, however, science is not predictable by nature, and, therefore, the results or outcomes of its research activities are delivered as is with no express or implied warranties.
- (e) **Pricing:** The general rule shall be the application of market value in the pricing and the terms of payment subject to terms and conditions to be mutually agreed.
- (f) **Liability and indemnification:** CRG is a public entity and, therefore, CRG cannot assume any liability and cannot provide indemnification except in case of gross negligence or fraud under certain circumstances.
- (g) **Publications:** CRG must ensure in any agreement with the industry that CRG will be permitted and authorised to publish and disseminate the results of the research. Under certain conditions, the publication of such results may be postponed for a term of forty five (45) days in order to allow for a proper protection of such results prior to the publication and under certain circumstances sufficiently motivated such term may be extended for a term which may not exceed sixty (60) additional days.
- (h) **Governing Law and Competent Jurisdiction:** CRG develops technology and generates intellectual property by means of researchers contracted under Spanish Law and using its infrastructures located in Spain. In addition to this, such technology and intellectual property is protected under Spanish Law. As a consequence of this, the agreements with CRG shall be subject to Spanish Law and any discrepancy shall be submitted to the competent jurisdiction of the courts of the city of Barcelona (Spain). Such governing law and competent jurisdiction allows for a proper protection and defense of CRG's technology and intellectual property.

Upon successful negotiation and execution of an agreement with CRG, the project can start.

In case you wish to partner with CRG or you need any further clarification, please contact:

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