



Between:

**Commissariat à l’Energie Atomique et aux énergies alternatives**, a French state-owned research entity with a scientific, technical or industrial activity duly organised under the laws of France and having its registered office located Bâtiment Le Ponant D - 25, rue Leblanc - Paris 15ème (France) - and declared at the Paris Register of Commerce and Trade ("*Registre du Commerce et des Sociétés de Paris*") under the following registration number : R.C.S. PARIS B 775 685 019, represented by Mr Wiinfried Weissenhorn acting as Director of the Institute of Structural Biology duly authorised for the purposes hereof.

Hereinafter "CEA"

And

**Institute of Microbiology of the CAS, v. v. i.**, whose registered office is at Videnska 1083, 142 20, Prague 4, Czech Republic

represented by Martin Bilej, PhD., DSc., Director, duly authorised for the purposes hereof

Hereinafter "IMIC"

IMIC and CEA being hereinafter referred to individually as a "Party" or collectively as the "Parties".

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*IBS – UMR 5075*

71, avenue des Martyrs  
CS 10090  
F - 38044 GRENOBLE Cedex

**THE PARTIES HAVE AGREED AS FOLLOWS:**

**ARTICLE 1 DEFINITIONS**

In this Agreement, unless the context clearly dictates otherwise, the following capitalized words shall have the following meanings:

**AGREEMENT:** the text of this Agreement as well as any and all schedules attached.

**STUDY:** means the activities to be performed by IMIC in the frame of the AGREEMENT as described in SCHEDULE 1.

**PRIOR KNOWLEDGE:** any information and technical and/or scientific knowledge whether patentable or not, patented or not, held by and/or owned by a Party prior to the effective date of this AGREEMENT or developed by a Party independently of the STUDY and that it has the right to dispose of, and which is necessary or useful to the fulfillment of the STUDY.

**MATERIAL:** The original material of Innate Pharma provided by CEA to IMIC and unmodified derivatives or progeny thereof, as well as any information or documentation relating to the MATERIAL provided by CEA to IMIC as identified in Schedule 2.

**MODIFICATIONS:** substance created by RECIPIENT (IMIC) that contains or incorporates the MATERIAL, as well as information and/or know-how allowing a new application of such MATERIAL.

**RESULTS:** All knowledge patented or not, whether or not patentable, including know-how, trade secret, software, databases or other information, in whatever form it may be, obtained by IMIC in the context of the STUDY and all the results and MODIFICATIONS obtained during the STUDY by using MATERIAL provided by CEA.

The "**CONFIDENTIAL INFORMATION**" covered by this AGREEMENT comprises:

- the PRIOR KNOWLEDGE of each of the Parties;
- the RESULTS;
- as well as, more generally, information of any type, whether oral or written, regardless of their form or format used, communicated directly or indirectly by one of the Parties to the other;
- any information concerning the existence of this AGREEMENT and/or its purpose;



#### 4.3 Obligations of CEA

CEA undertakes to submit to IMIC all information that is necessary for the STUDY. IMIC will not use these elements other than for the framework of the STUDY without the prior written authorization of CEA. The information will be treated as CONFIDENTIAL INFORMATION according to the provisions of Article 7.

#### 4.4 Obligations of IMIC

IMIC warrants to hold technical means needed for leading the STUDY entrusted to it under the terms of the AGREEMENT.

IMIC shall inform CEA of any event or significant result arising during the execution of the STUDY which may affect its performance.

IMIC shall perform the STUDY and deliver the deliverables to CEA within the specified timeframes as set out in the applicable Schedule 1.

IMIC will do everything necessary to enable any person designated by CEA to visit at the latter's request, facilities in which the STUDY is conducted, to check the evolution of it and its compliance with the terms of the AGREEMENT.

### ARTICLE 5 LIMITATION OF LIABILITY

#### 5.1 Liability for personal damages

##### 5.1.1 Responsibility for third parties

Each Party shall pay all the direct or indirect financial consequences which related to it by virtue of the civil responsibility it incurs under existing law, and which have arisen from any personal injury or damage to property caused to third parties during the work carried out under this AGREEMENT.

##### 5.1.2 Injury to staff

Each party is responsible for covering its staff in accordance with the legislation applicable to social security, to the system for workplace accidents and occupational illnesses, and within the context of its independent status, and will carry out the legal formalities incumbent upon it.

Compensation for harm suffered by these employees, due to or while implementing the present AGREEMENT, will be made both in the context of the legislation relating to social security and to the system for accidents in the workplace and for occupational illnesses, and in the context of

their own status.

5.2 Damage to property

Each of the Parties shall be liable, pursuant to the ordinary rules of law, for any damage sustained by the property of another Party or a third Party due to or in connection with the performance of this AGREEMENT.

5.3 Responsibility due to PRIOR KNOWLEDGE and CONFIDENTIAL INFORMATION

The Parties acknowledge that the PRIOR KNOWLEDGE, RESULTS and CONFIDENTIAL INFORMATION communicated by one of the Parties to the other Party during the performance of this AGREEMENT shall be communicated in the condition they exist without any guarantee of any kind whatsoever.

All guarantees, both express and implied, relating to the commercial exploitation of the RESULTS, the security thereof and the suitability thereof to a specific use, including those which relate to the absence of errors or defects and to dependency on third-party rights, shall in particular be expressly excluded.

Said PRIOR KNOWLEDGE, RESULTS and CONFIDENTIAL INFORMATION shall be used by the Parties within the framework of the AGREEMENT at their sole cost, risk and peril. Consequently, neither of the Parties shall be entitled to take any action against the other Party for any reason whatsoever based on the use of the PRIOR KNOWLEDGE, RESULTS AND CONFIDENTIAL INFORMATION.

5.4 Insurance

Each Party must take out and keep up to date the insurance policies it deems adequate to provide sufficient coverage for the potential damages incurred to persons or to property that could arise out of the performance of this AGREEMENT.

## ARTICLE 6 FINANCIAL TERMS

6.1 Funding of the STUDY In consideration for its performance of the STUDY, CEA shall pay IMIC an amount of three thousand euros (3000 €), excluding VAT.

6.2 Payment owed under Article 6.1 will be payable according as follows:

100% due after the end of this AGREEMENT.

### 6.3 Invoicing

The sum due by CEA to IMIC pursuant to the provisions of article 6.1 above shall be paid by CEA within 30 days end of month from invoice date.

The aforementioned invoice shall bear reference to the order number and shall be sent by IMIC to CEA to the following address:

#### COMMISSARIAT A L'ENERGIE ATOMIQUE ET AUX ENERGIES ALTERNATIVES

Service Financier  
17 rue des Martyrs  
38054 Grenoble cedex 9

Payments must be sent by wire transfer within 30 days from the date of invoice.  
The payment must be sent to:

IMIC VAT number: CZ61388971

Bank: Komerční banka, a.s.  
Address: Na Příkopě 33, čp.969, 114 07 Praha 1, Czech Republic  
Account number: 2246660227/0100  
IBAN: CZ76 0100 0000 0022 4666 0227  
SWIFT: KOMBCZPPXXX

#### ARTICLE 7 Use of MATERIAL.

RECIPIENT (IMIC) agrees:

1. that the MATERIAL and MODIFICATIONS will be used only in RECIPIENT's premises and only by RECIPIENT's personnel under RECIPIENT's control. Such use shall strictly comply within the scope of the STUDY;

2. not to transfer MATERIAL or MODIFICATIONS to any others without the prior written consent of CEA. RECIPIENT shall refer any request for the MATERIAL to CEA other than a request by its affiliates, employees, agents or consultants;
3. not to seek, either by reverse engineering or chemical synthesis or by any analysis whatsoever, for knowing the method or process for obtaining the MATERIAL, and composition, formula or any other information relating to such MATERIAL ;
4. not to conduct the STUDY for or on behalf of any third party;
5. that neither MATERIAL nor MODIFICATION shall be knowingly used in research that is subject to licensing or consulting obligations to any third party;
6. that MATERIAL will not be administered to human subjects or in clinical trials involving human subjects;
7. that MATERIAL will not be used for COMMERCIAL PURPOSES;
8. to promptly and confidentially disclose MODIFICATIONS to CEA;
9. upon written request of CEA, to provide CEA with a final report on the STUDY and MODIFICATIONS within 1 (one) month from the termination or expiration date of this Agreement;
10. to use MATERIAL for the sole purpose described in SCHEDULE1;
11. not to provide MODIFICATIONS for COMMERCIAL PURPOSES;
12. not to apply for a patent or any other property titles on the MODIFICATIONS;
13. to treat as highly confidential and hold in confidence any and all part of the MATERIALS and MODIFICATIONS. RECIPIENT will not disclose any information relating to the MATERIAL and/or MODIFICATIONS to any other persons than RECIPIENT's personnel under RECIPIENT's immediate and direct control and who have a need to know as regards the STUDY.

The furnishing of MATERIAL by CEA to RECIPIENT is strictly dedicated to the conduct of the STUDY, and shall not constitute any grant or license to RECIPIENT under any legal rights now or later held by CEA other than as stated in this Agreement. Transfer of MATERIAL is based on SCHEDULE 2.

If the use of the MATERIALS results in any technology, invention, or material, or any patent thereon, resulting directly from RECIPIENT's use of MATERIALS (hereinafter "Invention") or a MODIFICATION that may be commercially useful, RECIPIENT shall promptly disclose such Invention or MODIFICATION to CEA.

### Warranties - Liabilities.

Any MATERIALS delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. CEA makes no representation and extends no warranties of any kind, either expressed or implied, as to the MATERIAL. There are no express or implied warranties of their performance, merchantability, fitness for a particular purpose (either commercial, technical or regulatory), novelty or security, or that the Patent and/or use of the MATERIALS will not infringe any patent, copyright, trademark, or other proprietary rights.

RECIPIENT assumes all liability for damages which may arise from its use, storage or disposal of the MATERIAL. CEA will not be liable to RECIPIENT for any loss, claim or demand made by RECIPIENT, or made against RECIPIENT by any other party, due to or arising from the use of the MATERIAL by RECIPIENT,

RECIPIENT shall use the MATERIAL in compliance with both national and international laws and regulations.

It warrants that according to its knowledge, it has all statutory authorizations necessary to perform the experiments.

## **ARTICLE 8 CONFIDENTIALITY**

Each Party agrees to respect and maintain strict secrecy regarding any or all of the CONFIDENTIAL INFORMATION communicated by the other Party, and not to disclose it to any third party without the prior written authorization of that Party.

Each Party shall only use the CONFIDENTIAL INFORMATION in view of the advancement of the STUDY, and not for any other purpose whatsoever, commercial or otherwise, without the prior written authorization of the concerned Party.

Each Party shall restrict the circulation of CONFIDENTIAL INFORMATION to only those members of its staff and/or persons participating in the implementation of the STUDY.

Each Party shall inform the persons concerned of its obligations under this AGREEMENT, and warrants the non-disclosure of CONFIDENTIAL INFORMATION by those persons to third parties.

The obligations of the Parties hereunder shall not extend to CONFIDENTIAL INFORMATION in respect of which the receiving Party can prove that:

- it was disclosed after obtaining the other Party's prior written authorization or was disclosed by the said other Party;
- was accessible to the public at the time of communication by the other Party, or became known to the public after this communication without any breach on its part;

- was lawfully received from a third party not under any duty of confidentiality;
- on the date of its communication by the other Party, was already in its possession;
- disclosure was required in application of a mandatory legal or regulatory provision, regulation of court order, including but not limited to the Georgia Open Records Act (providing that MCGRI has taken all reasonable efforts to keep information confidential to the extent permitted by such Act), final decision of a court or arbitral decision. The Party under such duty of disclosure is required, to the fullest extent feasible, to previously notify the other Party thereof, and, as applicable, to seek implementation of all applicable measures or procedures protecting confidentiality.

The foregoing exceptions are not cumulative.

This duty of secrecy shall remain in force throughout the entire term of this AGREEMENT, and shall survive for five (5) years after its termination or expiration

The provisions of this article shall remain in force notwithstanding the termination or expiration of the AGREEMENT.

Notwithstanding any provision to the contrary in this Contract, this confidentiality obligation shall not prevent protection of the RESULTS by the Parties pursuant to an industrial property title or their exploitation in accordance with the provisions hereof.

Upon expiration or termination of this Contract, each Party agrees to return to the other or, at the latter's request, to destroy, within 15 (fifteen) days from said date of expiration or termination, any and all CONFIDENTIAL INFORMATION and biological or other materials, as well as all copies, excerpts or reproductions thereof that are still in its possession on that date.

In the event destruction of the foregoing is requested, the Party responsible for the destruction is required to promptly send the other a certificate of destruction.

## **ARTICLE 9 INDUSTRIAL PROPERTY**

### **9.1 Use of PRIOR KNOWLEDGE**

Each of the Parties shall retain the rights held by it over its PRIOR KNOWLEDGE upon the effective date of this AGREEMENT that it has developed independently of the STUDY during the course of this AGREEMENT.

Except as expressly indicated in this AGREEMENT, nothing herein may be construed as conferring on any of the Parties any intellectual property right, license, title or interest whatsoever in or to the other Party's PRIOR KNOWLEDGE for any use other than implementation of the STUDY.

9.2 Ownership of RESULTS

RESULTS shall be solely owned by CEA. CEA shall decide in its sole discretion whether all or part of these RESULTS should be protected, in its name and at its own cost, by any appropriate industrial property title, including by a patent.

9.3 Exploitation of RESULTS

CEA will be free to use RESULTS in all domains directly and/or indirectly by way of granting licences to third parties.

**ARTICLE 10 TERM**

- 10.1. This AGREEMENT shall enter into force on the last of its signature dates by the Parties for a term of three (3) months. This AGREEMENT shall end to the authentication by CEA of the final report submitted by IMIC.
- 10.2. In the event the STUDY so requires at the end of this term, the Parties may extend this AGREEMENT, by an amendment negotiated in good faith specifying in particular the purpose of this extension as well as the funding arrangements.
- 10.3. The provisions of Articles 7 through 9 shall survive expiration or termination of this AGREEMENT.
- 10.4. IMIC shall advise CEA of any significant delay may be involved in the execution of the AGREEMENT.

**ARTICLE 11 TERMINATION**

- 11.1. This AGREEMENT may be terminated by right by either of the Parties in the event of non-performance by the other of one or more obligations hereunder. Termination shall only become effective fifteen (15) days after the dispatching by the Party claiming non-performance of a registered letter with notice of receipt setting out the basis for its claim, unless the breaching Party has cured its non-performance within that period or shown proof of impediment due to force majeure.

- 11.2 The exercise of this termination option does not dispense the breaching/terminating Party from fulfilling its contractual obligations until the effective date of termination, subject to any damages that may be claimed by the Party claiming non-performance due to the early termination of the AGREEMENT.
- 11.3 In the event of termination of the AGREEMENT, IMIC shall refund to CEA a part of the initial amount mentioned to the article 6.1 above. This amount will have to be calculated taking into account part of the works that will have been realised prior to the termination of the AGREEMENT.

## **ARTICLE 12 FORCE MAJEURE**

- 12.1 Will be considered as force majeure including, but not limited to, [the acts of government, de jure or de facto, a state of declared war or not, collective work, uncontrollable natural events such as sand storms, ice, storms and floods, fires, mobilization, requisition, the embargo, a ban on currency transfer, insurrection, the interruption of transportation, the general lack supply and restrictions on use of energy, the failure of the means of communications, failure in dealing with its origins in a case of force, total or partial strike of staff of CEA or of its suppliers], and any irresistible event that might occur after the date of entry into force of this Agreement.
- 12.2 The Party claiming that force majeure must notify the other party the existence of the cause and consequences on its ability to perform its obligations, and will, in agreement with it, all measures necessary to limit consequences.
- 12.3 When the impediment is only temporary, the exemption is effective only for a period required by this impediment. During this period, the Party other than the Party not entitled to suspend the execution of its own obligations. In case of force majeure duly brought to the attention of the Party other than the defaulting party under the conditions laid down in Article 12.3, the obligations of both Parties will be automatically extended the period of delay which caused the force majeure.
- 12.4 In the event that force majeure exceed three (3) consecutive months, and to this end the parties were unable to agree on conditions for their collaboration, each Party may terminate the contract of right by letter with letter with notice of receipt addressed to the other party.

## **ARTICLE 13 ASSIGNMENT – TRANSFER**

This AGREEMENT may not be assigned or transferred to a third party by either of the Parties without the prior written authorization of the other Party.

## **ARTICLE 14 NOTICES**

All notices and other communications required or provided for under this AGREEMENT shall, unless expressly provided otherwise herein, be given in writing and sent to the Party's address appearing below, either by (i) hand delivery, (ii) registered letter with return notice, (iii) fax with confirmation of transmission:

### **For IMIC:**

M. Petr MAN  
BioCeV - Institute of Microbiology of the CAS, v. v. i.  
Academy of Sciences of the Czech Republic  
Prumyslova 595  
252 42 Vestec  
Czech Republic  
Phone: +420325873610  
pman@biomed.cas.cz

### **For CEA:**

M. Eric FOREST  
DRF/IBS  
71 avenue des Martyrs – CS10090  
38044 Grenoble cedex 9 France  
Phone: +33 (0)4 57 42 85 25  
eric.forest@ibs.fr

Notices shall be deemed validly served on the date the confirmation of receipt is received. All notices shall be delivered or sent to the recipient Party at the address indicated above or to any other address that that Party may subsequently indicate, subject to prior written notice to the other given in accordance with the provisions hereof. However current communications between the Parties may also be held by teleconference or other telecommunication means and/or via email.

## **ARTICLE 15 GOVERNING LAW – DISPUTE RESOLUTION**

Any dispute that may arise out of or in connection with the interpretation, performance, termination and/or validity of this AGREEMENT that the Parties are unable to resolve amicably within a period of two (2) months from its occurrence shall, at the request of the more diligent of the Parties, be submitted for final adjudication to the courts of competent jurisdiction.

#### ARTICLE 16 SEVERABILITY

If any of the provisions of this AGREEMENT is found to be invalid or unenforceable, the other provisions of this AGREEMENT shall remain valid in accordance with the applicable laws and regulations.

The severed provision shall be replaced to the fullest extent possible by a provision having an equivalent economic effect to the severed provision.


#### ARTICLE 17 SCHEDULE

SCHEDULE 1 of this AGREEMENT is an integral part of the AGREEMENT. In case of contradiction or difference between the provisions of this AGREEMENT and the SCHEDULE, the provisions of this AGREEMENT shall prevail except as regards the conditions of technical STUDY for which the provisions of the SCHEDULE will prevail.

Grenoble,

In two original copies,

For IMIC - 9 -08- 2016

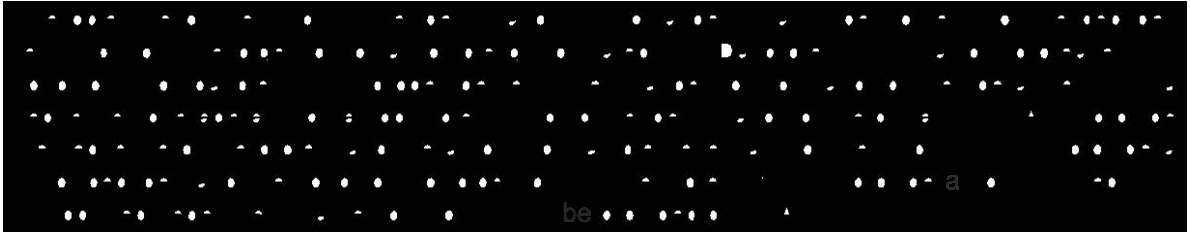
  
Martin Bilej, PhD., DSc.  
Director

For CEA

P.I.

Pr Winfried WEISSENHORN  
Directeur  
Jacques Neyton Institut de Biologie Structurale  
Deputy-Director of the IBS  


TECHNICAL SCHEDULE 1



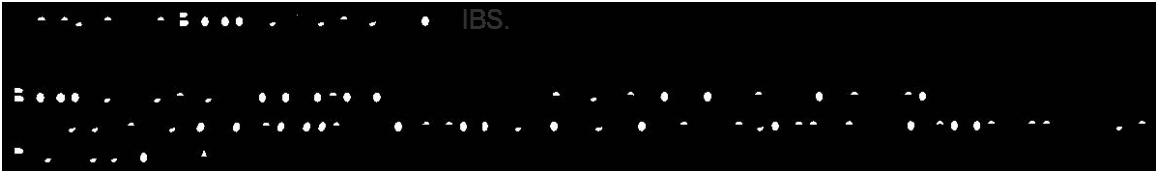
**SCHEDULE 2**  
Material Transfer Form

**ACKNOWLEDGMENT OF RECEIPT OF BIOLOGICAL MATERIAL**

Institut de Biologie Structurale  
71 avenue des Martyrs – CS10090  
38044 Grenoble cedex 9

IMIC acknowledges having received the following samples of material:

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_



Biological Material shall not be used other than according to the dispositions of the aforementioned contract and for the realization of the Study.

The present acknowledgment of receipt shall be addressed by IMIC to Eric FOREST.

For IMIC  
Name :  
Title :  
Date :

