Agreement
Neopterin immunologic assay kit
Anti-neopterin antibodies, neopterin-conjugates and neopterin-derivatives (the contract products)

between

R-Biopharm AG
An der neuen Bergstrasse 17
64297 Darmstadt
GERMANY

(R-Biopharm)

and

Veterinary Research Institute
Hudcova 70
62100 Brno
Czech Republic

(VRI)

Preamble

VRI has developed antibodies (mouse monoclonal 3E2 and rabbit polyclonals KNP-3, KNP-5) reactive with neopterin. Furthermore a neopterin hapten derivative (as shown in addendum [1], Fig.S1, structure V) and neopterin-peroxidase-conjugates (contract products) for the determination of neopterin in biological samples (for specifications see 2) have been developed. VRI has offered to licence/sell all related rights and their exclusive use to R-Biopharm and to supply R-Biopharm constantly with the desired amount of contract products.

R-Biopharm is interested in obtaining all transferable rights concerning the contract products from VRI in order to manufacture and to distribute the contract products where and how R-Biopharm sees fit, bearing the sole responsibility thereof.

The parties therefore agree as follows:

1. VRI sells to R-Biopharm and R-Biopharm buys from VRI all transferable rights concerning the contract products, or materials required to prepare the same for the detection of neopterin. In particular to use, manufacture and distribute the contract products and to apply – wherever possible - for patent or other protection of such rights. In the latter case R-Biopharm will name VRI as the inventor. The purchase extends to all material related to the development and testing of the contract products, which shall be handed over to R-Biopharm.

2. VRI has informed R-Biopharm that VRI is entitled to sell these rights related to the contract products. The quality of the contract products should be as good as the quality of the materials sent for preliminary testing and as described in addendum [1] and [2]. The contract products allow the determination of neopterin content in clinical samples as shown in addendum [2] and are as follows:
   A competitive ELISA assay setup (1 hour incubation time, 15min TMB/H_2O_2, antibody coating 0,5-2µg/ml, conjugate dilution 1:20.000 or higher dilution, sample dilution 1:10) should reach an OD_{450nm} of 0,2 or below at 50nmol/L neopterin within the sample, an OD_{450nm} of 1,5 or above at 0,1 nmol/L neopterin within the sample and an EC_{50} of 1-3nmol/L neopterin within the sample.
   Cross-reactivity of contract products with potential neopterin-like molecules should be as low as described in addendum [1] table 1.

2.a. As remuneration for the transfer of the rights (as outlined above), R-Biopharm will pay VRI 5 % of the net sales turnover of kits and other products prepared from the contract products for the period of eight (8) years counted from the execution of this agreement. R-Biopharm will not pay Value-Added Tax on this remuneration. A further agreement shall be made to cover further sales at the end of this period.

   Net sales turnover shall mean the proceeds from the sale of the contract products after deducation of all costs. Such costs shall be calculated from the net invoice value of the contract products by subtraction of 10 % of net costs.

2.b. R-Biopharm will calculate the remuneration per year and transfer the amount due to VRI to their account together with such calculation within 4 months of the end of the year.

2.c. The remuneration according to 2.a. shall include such improvements of the contract products as may be effected by VRI and offered to R-Biopharm.

3. In case R-Biopharm initiates or suggests improvements of the contract products by VRI, the parties shall agree on a possible joint development up to marketability. In accordance with the actual development costs incurred the parties will determine possible changes in the remuneration pursuant to 2.a. in order to reach a mutually acceptable solution. Until the end of such negotiations concerning a change, R-Biopharm shall continue to pay the original rate of remuneration for the contract products. VRI may use the contract products for in-house and other non-commercial applications.

4. Disputes related to or arising out of this agreement shall be settled by amicable discussions between all parties.

   If the parties arrange for a court of arbitration, the decision of that court shall be Darmstadt, Germany, for all parties.

Darmstadt, 1. Jan. 2012

Date

R-Biopharm AG

Brno, - 1. 02. 2012

Date

VRI

Addendum [1]:
Cernoch I, Schleicher E, Franek M. Production and analytical characterization of neopterin immunoreagents for biosensor developments. Anal Bioanal Chem. 2011 Jan;399(2):979-86. including electronic supplementary material

Addendum [2]:
R-Biopharm Report on Neopterin assay development as send to VRI on 24th October 2011 [111024_ELISA_Neopterin.pdf]