

Research Services Agreement

DATE OF THE AGREEMENT

BETWEEN: **BU-AIC core** with its registered office at 670 Albany St. Suite 206, Boston, MA 02118, USA

AND: with their registered office at , ("CORE USER")

Hereafter jointly the "Parties" or each individually the "Party"

Background

- A. CORE USER has rights to certain assays and desires **BU-AIC core** to perform studies involving the testing of such Assays for screening using its own internal library of compounds;
- B. **BU-AIC core** has access to facilities and the personnel with the requisite skills, experience, and knowledge, to undertake such study.
- C. CORE USER and **BU-AIC core** want to provide the terms and conditions upon which CORE USER and **BU-AIC core** engage to conduct such study.

IN CONSIDERATION OF THE ABOVE PREMISES IT IS NOW AGREED AS FOLLOWS:

Performance of Study

- 1.1. **BU-AIC core** will carry out the Arrays in accordance with the Agreement set forth in Annex A.
- 1.2. **BU-AIC core** shall assign the appropriate number of personnel required to carry out the Study, each of whom shall be qualified to perform the assigned duties.
- 1.3. Each Party shall nominate a project manager, who shall regularly discuss the progress of the Study and any outcomes, delays or problems encountered.
- 1.4. **BU-AIC core** represents that any and all necessary approvals for conducting the Study either at **BU-AIC core** or at facilities contracted by **BU-AIC core** have been obtained.
- 1.5. **BU-AIC core** shall not be liable for the quality of the biological samples provided by the CORE USER nor the results generated by those biological samples.

Ownership of Results

- 2.1. CORE USER is and shall remain the sole and exclusive owner of the screen Results and the Confidential Information.
- 2.2. CORE USER shall have the exclusive right to file for patent protection with regard to any Result.
- 2.3. This Agreement shall not be construed as the grant of a license to **BU-AIC core** under any of CORE USER's intellectual property rights, except to the extent necessary to allow **BU-AIC core** to perform the Study.
- 2.4. **BU-AIC core** shall take all necessary actions, including, without limitation, the execution and delivery of documents of assignment of rights, to vest sole ownership of the Results in CORE USER.

Confidentiality

- 3.1 **BU-AIC core** shall keep and safeguard Confidential Information as secret and confidential. **BU-AIC core** shall refrain from disclosing all or part of the Confidential Information to any third party and shall use it only for the execution of the Study.
- 3.2 The obligations under Sections 4.1 shall not apply to any Confidential Information which:
 - (a) was previously known by **BU-AIC core**;
 - (b) is publicly disclosed except by breach of this Agreement either prior to or subsequent to **BU-AIC core** receipt of such information;
 - (c) is rightfully received by **BU-AIC core** without an express obligation of confidence;
 - (d) is independently developed by personnel of **BU-AIC core** who are not working on the Study; or

(e) is disclosed pursuant to any judicial or government request, requirement, or order, provided that **BU-AIC core** takes reasonable steps to provide the CORE USER an opportunity to contest such request, requirement, or order.

Reporting & Access to Results

- 4.1 **BU-AIC core** will submit a basic report as soon as possible but not later than 2 months from completion of the Study. Such report shall be deemed Confidential Information of CORE USER.
- 4.2 **BU-AIC core** can perform statistical analysis, literature studies and prepare detailed report as an additional service with charge if the Core User request
- 4.3 CORE USER shall have full access to the raw data and biological materials generated in the Study, all provided that such access shall be limited to the evaluation of the Results in connection with the Study. Biological materials will be shipped to CORE USER at his cost and risk

Payments

- 5.1 In consideration for carrying out the Study and rights granted hereunder, CORE USER shall make the payments to **BU-AIC core**.

Miscellaneous

- 7.1 Except as expressly set forth in this Agreement, neither party makes any representations or extend any warranties of any kind, either expressed or implied, to the other. More in particular, neither Party warrants that the use of the Assays or Services will not infringe any patent or other rights.
- 7.2 CORE USER shall indemnify, defend and hold harmless **BU-AIC core** and its employees and researchers against any and all claims (including but not limited to infringement actions) of or liabilities to third parties, including expenses and costs of claims and suits for any such third party loss, damage, injury, or loss of life, if such claims or liability arise directly or indirectly from the use by **BU-AIC core** of the Assays or Services, or the use by CORE USER of any information or materials, including but not limited to Services provided by **BU-AIC core**.
- 7.3 Neither Party can be held liable by the other party for any indirect or consequential damage and the liability of either Party towards the other shall be limited to the aggregate amount paid pursuant to Section 6 hereof.
- 7.4 This Agreement constitutes the entire agreement of the parties with respect to the Study and shall not be modified except by subsequent mutual written agreement of the parties.
- 7.5 This Agreement may consist of a number of counterparts and the counterparts taken together constitute one and the same instrument. This Agreement may be executed and delivered by fax or email.

IN WITNESS the authorised representatives of the parties have executed this Agreement:

SIGNED for and on behalf of
BU-AIC core, by:

SIGNED for and on behalf of
[redacted] by:

Signature 1: _____

Signature 2: _____

Name of AIC: Lynn Lingyi Deng, PhD

Name of PI: [redacted]

Title: Director of Analytical Instrumentation

Title: [redacted]

Signature 3: _____

Signature 4: _____

Name of the AIC Manager: Matthew Bo Au

Name of the Manager/investigator: [redacted]

Title: Manager of AIC Array Facility

Title: [redacted]