

COOPERATION FRAMEWORK AGREEMENT

THIS AGREEMENT dated October 1st, 2017 is made

BETWEEN SANOFI-AVENTIS DEUTSCHLAND GmbH, whose offices are located at
Industriepark Höchst, 65926 Frankfurt, GERMANY

(hereinafter "SANOFI-AVENTIS")

AND Berlin Institute of Health
Anna-Louisa-Karsch-Straße 2, 10178 Berlin, GERMANY

(hereinafter "BIH")

AND Charité – Universitätsmedizin Berlin
Charitéplatz 1, 10117 Berlin, GERMANY

(hereinafter "CHARITE")

AND Max-Delbrück-Centrum für Molekulare Medizin
in der Helmholtz-Gemeinschaft (MDC)
Robert-Rössle-Straße 10, 13125 Berlin, GERMANY

(hereinafter "MDC")

Individually also referred to as "Party" and together referred to as "Parties".

WHEREAS, SANOFI-AVENTIS is one of the leading health care companies worldwide dedicated to the exploration of the causes of illnesses and to the search of possibilities for their treatment, as well as to the development of new drugs, their production and manufacture, and to the supply and distribution of finished drug products worldwide.

WHEREAS, BIH is a biomedical research institution focusing on translational research and precision medicine. BIH is dedicated to improving the prediction in progressive diseases and developing advanced therapies for unmet medical needs in order to improve patients' health and quality of life. Charité – Universitätsmedizin Berlin and Max Delbrück Center for Molecular Medicine in the Helmholtz Association (MDC) are founding institutions and independent member entities within BIH. The BIH aims to create an innovative translational research commons of Charité and MDC.

WHEREAS, CHARITE is outstanding in clinical research through its high scientific quality and large number of residential and ambulant patients and has an excellent reputation in basic research among the scientific community in Germany and abroad,

WHEREAS, MDC carries out basic biomedical research with the aim of understanding the molecular basis of health and disease, and translating these findings as quickly as possible into clinical application, such research involving the diagnosis and treatment of diseases, as well as their prevention,

WHEREAS, the Parties intend to establish a strategic partnership as equal partners in the

field of research and development in innovative therapies in medicine as well as in other and new fields of joint interest,

WHEREAS, the Parties are interested to use opportunities within an intensive cooperation in order to promote possibilities of scientific innovation in medicines in Germany,

WHEREAS, the well-established competence of the Parties on the one side and the common strategic interests of the Parties on the other side will lead to a project related cooperation,

WHEREAS, the Parties intend to establish a platform of excellent research selecting and funding young talents proposing projects out of BIH/MDC/CHARITE departments,

WHEREAS, the cooperation of the Parties shall offer the opportunity to the Parties in the area of international competition to identify scientific challenges at an early stage and the possibility to work on appropriate solutions in discovery as well as in clinical research and to take the lead in innovative therapies in medicines,

THEREFORE IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

Any word(s) or expression(s) appearing in this Agreement shall have the meaning ascribed to them herein.

"Affiliated Entity (Entities)" means any legal entity that is under the direct or indirect control of a Party, under the same direct or indirect control as a Party, or is directly or indirectly controlling a Party, control taking any of the following forms: (a) the direct or indirect holding of more than 50% of the nominal value of the issued share capital in the legal entity concerned, or of a majority of the voting rights of the shareholders or associates of that entity; (b) the direct or indirect holding, in fact or in law, of decision-making powers in the legal entity concerned;

"Confidential Information" means any and all information communicated between the Parties under this Framework Agreement, in particular information relating to research projects discussed according to Sections 2 and 3;

"Cooperation" means the cooperation between the Parties during the term of this Framework Agreement; the carrying out of the respective Projects is not included in the term "Cooperation";

"Framework Agreement" means this Agreement and all of its appendices, together with amendments validly agreed in writing amongst the Parties;

"Project" means a research project identified and initiated in accordance with Articles 3 and 4 and further described in the respective Project Agreement;

"Project Agreement" means a special agreement between SANOFI-AVENTIS and BIH and/or CHARITE and/or MDC to carry out a respective Project;

"Project Party" means the Parties necessarily involved in a respective Project.

Therefore, not all Parties are necessarily parties to a specific Project Agreement;

"Purpose" means the purpose of the Cooperation pursuant to **Article 2**;

"Steering Committee" means the organizing and decision making body described in **Article 3** with the competences described in **Article 3**;

"Third Party" means any legal entity which is not a Party.

2. PURPOSE

- 2.1 The purpose of this Framework Agreement is, to the extent as concrete as possible, to establish a committee to identify possible fields of collaboration and, further, to concretise research projects as well as to define a mechanism of finding a suitable scientific, financial and legal structure for Projects. The respective Project Agreements to be negotiated shall only bind the respective Project Partners and detail their rights and obligations in relation to, *inter alia*, financial provisions, the performance of work, issues relating to intellectual property rights, and access to arising foreground and background by the Project Parties (as defined in the respective Project Agreements) and the liability and indemnification of the Project Parties within the Project.
- 2.2 This Framework Agreement is not intended, and nothing contained herein shall be deemed, to create any partnership, agency or joint venture amongst the Parties, nor to establish any other legal entity constituted amongst the Parties unless agreed by the respective Project Parties in a Project Agreement. No Party is obliged to enter into a specific Project Agreement.

3. THE STEERING COMMITTEE

- 3.1 The Steering Committee shall be responsible for the determination of the strategy, policies and decision making in relation to the overall management of the Cooperation. In particular, the Steering Committee shall identify potential technology fields suitable for a cooperation and further concrete potential research projects.
- 3.2 The Steering Committee will be made up of one representative nominated by each Party.
- 3.3 A representative may be exchanged by nominating another representative within the nominating Party's organization, in each case by communicating such replacement to the other nominating parties in writing.
- 3.4 The representatives shall decide on an internal charter for the convocation of meetings as well as other matters, such as election of a Chair and Co-Chair whose role is to prepare, organize and chair the meetings of the Steering Committee.
- 3.5 The Steering Committee shall undertake, and decide on, the following matters:

- a. Elaboration of a cooperation strategy
 - b. Fields of the Cooperation in a joint interest
 - c. Selection of Projects
 - d. Decide on press releases by the Parties with regard to the Cooperation
- 3.6 The Steering Committee shall meet at least two times a year at agreed upon venues, or at any other time agreed upon. Meetings will be convened with at least fourteen (14) Days advance written notice. That notice must include an agenda. Minutes of the meetings will be prepared by the representatives and sent by the Chair to each of the Parties within thirty (30) Days after each meeting. The minutes shall be considered as accepted if, within 30 Days from sending, no Party has objected in writing with respect to the accuracy of the minutes.
- 3.7 Each member of the Steering Committee will have one vote in the Steering Committee. Decisions shall be taken unanimously.
- 3.8 Any experts or qualified persons may be invited by the Steering Committee to attend meetings with a role of non-voting advisor. Such experts or qualified persons may also be employees of the Parties; however, a member in the Steering Committee is not entitled to serve as an expert or qualified person. Prior to their first participation in a meeting or their first receipt of Confidential Information, any such expert or qualified person shall first enter into a suitable confidentiality agreement with the Parties, unless the expert or qualified person is an employee of a Party in which case it shall be understood that the respective Party ensures that the expert or qualified person complies with the confidentiality provisions of this Framework Agreement.

4. INITIATION OF PROJECTS

- 4.1 If the Steering Committee by unanimous decision has identified a potential research project, the academic Party that the principal scientist is assigned with and a scientist nominated by SANOFI-AVENTIS shall work out a research plan and a budget for the respective project to be presented jointly in a meeting of the Steering Committee. Key contacts at the institutions are:
- | | |
|----------|--------------------------------|
| BIH: | Berlin Health Innovations |
| Charité: | Berlin Health Innovations |
| MDC: | Technology Transfer Department |
- 4.2 The Steering Committee may request changes, adaptations, additions to the research plan and the budget and set a time for a second presentation.
- 4.3 Upon acceptance of the research plan and the budget, the Project Parties shall work out a financial structure for the respective Project, including potential government funding and a distribution of costs among the Project Parties.
- 4.4 Upon acceptance of the financial structure, the Project Parties shall seek clearance for the Project within their respective organizations and shall negotiate the Project Agreement, such Project Agreement to reasonably reflect the terms stated in

Appendix 1.

5. CONFIDENTIALITY

5.1 No Confidential Information disclosed by a Party ("Disclosing Party") to the other Party ("Recipient Party") under this Framework Agreement may be disclosed by the Recipient Party to any Third Party other than in those circumstances permitted below, provided that, in such permitted circumstances, it shall nevertheless be a condition of disclosure that such Third Party shall, as appropriate, be made aware of the confidential nature of the information disclosed and shall be bound to comply with confidentiality provisions no less onerous than those provided in this Framework Agreement. Any disclosure of Confidential Information to an Affiliated Entity and/or a sub-contractor of a Party shall be regarded as a disclosure to that Party. The Recipient Party shall be responsible to the Disclosing Party for any disclosure by any such Third Party that shall be inconsistent with the terms of this Framework Agreement. Permitted disclosure under this Article shall be as follows:

(a) to officers, directors, employees, Affiliated Entities, advisers of the Recipient Party requiring the Confidential Information for the purposes of this Framework Agreement; and

(b) if the Recipient Party is required to do so by or in connection with any laws, regulations or legal processing, or court of competent jurisdiction, provided that such disclosure is subject to all applicable governmental, regulatory or judicial protection available and immediate written notice of such requirement is given to the Disclosing Party with a view to agreeing the timing and the content of such disclosure.

Any Party disclosing information under this **Article 5** must use all reasonable endeavors to ensure that persons receiving Confidential Information from it do not disclose the same.

5.2 No Confidential Information of the Disclosing Party may be used by the Recipient Party for any purpose other than the performance of the Recipient Party's obligations or the exercise of the Recipient Party's rights under this Framework Agreement.

5.3 The provisions of this Article 5 shall not apply to Confidential Information that:

- a. is, at the time of communication, in the public domain; or
- b. after the communication, becomes part of the public domain by publication or otherwise, except by breach of this Framework Agreement by the Recipient Party; or
- c. is obtained from a Third Party not in breach of any obligation of confidentiality; or
- d. is known by the Recipient Party prior to the date of the communication; or
- e. was in the Recipient Party's possession before receipt hereunder and/or was independently developed by any student, employee, agent, officer, auditor, advisor, partner, consultant, licensee, sub-licensees or sub-

contractor of the Recipient Party who had no access to the Confidential Information and where the independent development can be proven.

- 5.4 The Recipient Party shall return to the Disclosing Party all documents or other materials containing any of the Disclosing Party's Confidential Information that are in its possession, power or control or in the possession, power or control of persons who have received such Confidential Information from it pursuant to this Article, whenever requested to do so by the Disclosing Party, where such Confidential Information is not required by the Recipient Party for the exercise of rights contemplated in this Framework Agreement.
- 5.5 The provisions of this **Article 5** will survive the expiry or earlier termination (for whatever reason) of this Framework Agreement for a period of five (5) years from such expiry or termination, or such longer period as agreed between the Parties in writing.

6. TERM AND TERMINATION

- 6.1 The term of the Cooperation shall be three years until August 31, 2020, unless prolonged by the Parties in writing for a further period of time. Such a prolongation shall be agreed upon at least 3 months before the end of the term.
- 6.2 The Parties may together, pursuant to unanimous agreement reached in a Steering Committee meeting, give notice in writing to each other that the Framework Agreement be terminated before the term of the Cooperation as mentioned in **Article 6.1**. Any such notice to terminate shall be subject to the written confirmation of receipt of the notice by the other Party within thirty (30) Days. Upon the other Party confirming the receipt of notice of termination within the aforementioned period, the Framework Agreement shall be terminated with effect from that date.
- 6.3 This Framework Agreement shall remain in force with regard to the Parties and their respective legal successors.
- 6.4 Any termination of the Cooperation and this Framework Agreement shall not affect Projects and all Project Agreements which shall continue to run according to their respective terms.

7. ASSIGNMENT

- 7.1 No Party shall assign any interest in this Framework Agreement to any Third Party without the prior written consent of the other Party and any such assignment shall be subject to such Third Party assignee agreeing in writing to (i) continue the performance of the Cooperation and any Project undertaken by the assignor; and (ii) comply with the provisions of this Framework Agreement.
- 7.2 Where a Party shall wish to assign its interest, as referred to in **Article 7.1**, such Party shall, within the limits of confidentiality, provide the remaining Party with

such information as may be reasonably requested in connection with such proposed assignment and that Party's work to the extent to which such work has been completed to date.

- 7.3 Where a Party shall have its request to assign any interest approved if needed, such Party shall remain liable to the other Party for all additional costs incurred by such other Third Party assignee in the performance of such assignor Party's work. This obligation shall survive the cessation of such Party's participation in a Project.

8. NOTICES

Any contractual, financial/administrative notice to be given under this Framework Agreement shall be in writing and delivered to the other Party at the address given in **Appendix 2**. Any such notice shall be deemed to have been served when personally delivered or delivered by courier service or, if transmitted by fax, electronic or digital transmission, at the time of such transmission, provided that such transmission is confirmed by receipt of a successful transmission report and thereafter confirmed by surface/air mail or delivered by courier service within four (4) Days.

9. MISCELLANEOUS

- 9.1 This Framework Agreement and associated Appendices constitute the entire agreement between the Parties in respect of the Cooperation, and supersede all previous negotiations, commitments and writings.
- 9.2 Amendments or changes to this Framework Agreement may be made only by written instrument signed by an authorized signatory of each of the Parties, other than where any such amendment shall relate solely to the contact details of a Party, or shall otherwise be permitted under any provision hereof, in which event that Party's written notice in accordance with the provisions of this Framework Agreement shall suffice.
- 9.3 This Framework Agreement applies to the Cooperation in general but not with respect to the respective Project Agreement. Any Project shall be governed by the respective Project Agreement that shall prevail.
- 9.4 This Framework Agreement shall be governed by and interpreted in accordance with the laws of Germany. Exclusive place of jurisdiction shall be Berlin.

SIGNATURES

AS WITNESS the Parties have caused this Framework Agreement, together with the Appendices annexed hereto, to be duly signed by the undersigned authorized representatives as follows:

Berlin, 4.10.17, 2017

Sanofi-Aventis Deutschland

BIH