

Guidelines for the Bi-Lateral Collaboration Agreement

Preambles:

- Each party to describe its business and what it will contribute to the Project. Recite award of Conditional Grant from the BIRD Foundation and agreement to comply with the Cooperation and Project Funding Agreement ('CPFA') including Repayments (as such term is defined in the CPFA).

Scope of Project:

- Agreement of the parties to carry out the Project as set out in the Proposal and Program Plan (as such terms are defined and attached to the CPFA). Commitment of both parties to meet relevant deadlines, milestones and deliverables as defined in Program plan.
- Commitment of both parties to adhere to reporting requirements as per CPFA - both the joint and separate obligations.
- Consider steering committee with representatives and means of communication.
- Optional carve-out that any manufacturing, marketing, and sales of any *existing* products of a party are not part of the Project.

Commercialization Phase:

- Allocation of responsibility for the manufacturing, marketing, and sales of the Product. *Consider a Distribution Agreement and any relevant responsibilities and obligations in the commercialization process.*
- Standard limitation of liability to include exclusion of liability to third parties for indirect and consequential loss.
- Refer to commitment in CPFA to making Repayments based on 5% of Gross Sales (as such term is defined in the CPFA).

Allocation of repayment obligations in CPFA:

Note that the parties as between themselves (provided this does not derogate from the obligations in the CPFA) are entitled to agree a different allocation for repayments (e.g. 70% and 30%) to reflect the roles and funding under the CPFA.

Compliance with CPFA:

- General statement for each party to comply with terms and conditions of CPFA. *It should be understood by both companies that, as BIRD is not a party to the Company-to-Company Bilateral Agreement, the provisions of this agreement do not, in any way, affect or change the provisions of any sections and/or joint obligations to BIRD in the CPFA signed between BIRD and the two companies.*
- Reference to reporting requirements in CPFA and agreement of parties to comply and cooperate with each other.
- Acknowledge that the CPFA overrides the Collaboration Agreement, unless specifically agreed otherwise by BIRD.

Rights and Ownership of IP:

- Define IP issues – typically each party will retain ownership and title to its own Background IP.
- Foreground IP including new technology and improvements to Background IP should be *agreed between the parties*.

Relationship of Parties:

Define the relationship between the parties – during the project and, as necessary, thereafter.

Standard Provisions:

Include standard provisions relating to term of agreement, confidentiality, jurisdiction, court venue, and so forth.

General:

The parties may wish to include specific provisions relating to transfer pricing, exclusivity for marketing and sales, conduct of clinical trials, regulatory requirements applicable to one or both parties, termination provisions, insurance, the parties' respective liability towards the indemnification obligations.