

5. STANDARD INTELLECTUAL PROPERTY RIGHTS AGREEMENT

(Note : all definitions in this IPR to be taken from the Charter)

Public Partners wish to conclude a *Specific Agreement* with a *Pharma Partners* to carry out *Research*.

Except as otherwise provided in pre-existing agreement concluded between the *Public Partners*, the *Public Partners* agree that the principles below shall apply to the results of the *Research* and to the intellectual property rights pertaining to such results arising from the joint research project carried out within the scope of the *Specific Agreement*.

1. The *Public Partners* agree that all inventions in the FIELD resulting from the joint research project (“the Inventions”) shall jointly belong to the *Public Partners* prorata of their respective intellectual, material and/or financial contribution. The *Public Partners* may agree otherwise on a case by case basis.
The *Public Partners* according to their own policy, shall take appropriate measures to ensure that inventors from *Academic Teams* shall assign their rights in the Inventions to their affiliated *Public Partners*.
2. The *Public Partners* agree to appoint “the *Lead Partner*” as their agent to manage patent prosecution for the *Public Partners* jointly in all matters relating to the protection and exploitation of Inventions and patent rights pertaining to such Invention.
3. The *Lead Partner* will act on behalf of the *Public Partner* in any negotiation with the *Pharma Partner*.
4. The *Lead Partner* shall manage patent filing, prosecution and maintenance on behalf of *Public Partners* of said patent applications based on Inventions.
5. The *Lead Partner* shall keep the *Public Partners* informed of all matters relating to patent filings and make available to the *Public Partners* copies of relevant correspondence relating to the patent filing. The *Public Partners* will co-operate in executing documents and providing information useful in filing and prosecuting patent applications and in maintaining the patent. The *Public Partners* will have the opportunity to review and comment on major decisions. The *Public Partners* shall collectively decide on foreign filing.

In the event that a *Public Partner* elects not to join in the securing of patent protection in a specified country or elects not to prosecute or maintain a patent application after filing in a specified country, then the other *Public Partners* shall have the right, from and after receipt of the notice for non election, to file the application or, as the case may be, to continue the prosecution or maintenance of such patent application or issued patents at their sole expense and sole names.

The non electing *Public Partner* shall upon the request of the other *Public Partners* promptly assign all right, title and interest and patent and other rights in and to such non-elected patent application or issued patent to the other *Public Partners* who shall henceforth have all rights thereto.

6. Unless otherwise agreed on a case by case basis, the *Lead Partner* and the *Public Partners* shall share all reasonable legal fees and expenses, costs and expenses related to the filing, prosecuting and maintaining patent protection, according to their respective share to the Invention as defined in section 1.

Should a *Public Partner* refuse or fail to pay its share of expenses related to filing, prosecuting and maintaining patent protection, upon the request of the *Lead Partner*, the declining/failing *Public Partner* shall promptly assign all right, title and interest and patent and other rights in and to such non-elected patent application or issued patent to the other *Public Partners* who shall henceforth have all rights thereto.

7. The *Public Partners* agree that the *Lead Partner* shall be solely responsible, on behalf of the *Public Partners*, for licensing and commercialisation of the Inventions.

The *Lead Partner* shall endeavour to include in the license agreements that the costs related to the patent filing, prosecution and protection shall be undertaken by the licensee(s). The *Public Partners* shall have the opportunity to review and comment all licenses prior to their final execution by the *Lead Partner*. The *Lead Partner* shall provide the *Public Partners* with a copy of all signed agreement.

8. Unless otherwise agreed on a case by case basis, any revenue received from licensing of the Inventions shall be distributed as follows :

- The *Lead Partner* shall retain 10% of any license income as an administration fee,
- The remaining revenue shall be shared according to the formula above between the *Public Partners* and the *Lead Partner* (i.e in the...../.....proportion). The *Public Partners's* share of any licensing revenues shall be forwarded to the *Public Partners* by the *Lead Partner* within forty-five (45) days of receipt of such revenue.

9. The *Lead Partner* shall keep a complete and correct account of all expenditures and revenues relating to the protection and exploitation of the Inventions and shall, annually submit to the *Public Partners* a written statement of such account.

10. The *Lead Partner* shall submit to the *Public Partner* annually a status report setting forth the status of commercial development and licensing activities of the Inventions.

11. Each *Public Partner* (including the *Lead Partner*) shall be responsible for compensating those inventors of the patent application deemed to be members of its staff at the time of the Invention, in accordance with its own policies and codes of practice for the provision of such compensation.