ARTICLE 1 – DEFINITIONS

1.1 “Affiliate” means in relation to a Party, any legal entity which is (i) Controlling a Party; (ii) under the same Control as a Party; or (iii) Controlled by a Party. “Control” as referred to in the sub items (i), (ii) and (iii) above shall exist through the (a) direct or indirect ownership of more than 50% of the nominal value of the issued equity share capital or of more than 50% of the shared entitling the holders to vote for the election of directors or persons performing similar functions, or (ii) direct or indirect right by any other means to reflect or appoint directors or persons performing similar functions, who have a majority vote. A Party shall be deemed to be an Affiliate only as long as the above defined ownership or control lasts.

1.2 “Collaborative Project” shall mean the collaborative research as described in Annex I.

1.3 “Material” for the purpose of this Agreement, shall mean any material, excluding human body material, as defined in Annex I actually transferred from one Party to another Party, together with any parts or sub-units thereof.

1.4 “Project Patent Rights” shall mean any patents and patent applications, and any substitutions, extensions, renewals, continuations, continuations-in-part, divisions, patents-of-addition and/or reissues thereof derived in total or in part from inventions achieved and reduced to practice pursuant to the Collaborative Project.

1.5 “Background Knowledge” should mean information, patents, copyrights, plant variety rights and other similar statutory rights owned or controlled by a Party and generated by the Party outside the Collaborative Project. Background Knowledge of a Party will be limited to the Background Knowledge of the Project Manager (as listed in Annex II) foreseeable by such Party.

1.6 “Results” shall mean the results of the Collaborative Project, as further described in Annex 1 hereto .

ARTICLE 2 - PROJECT MANAGEMENT.

2.1 In order to ensure a close collaboration between the Parties and the adequate management of the performance of the respective tasks of the Parties, each Party shall appoint a Project Manager. The Project Manager for each Party shall be detailed in Annex II. The Project Managers shall be responsible for the overall management of the Project, and shall decide unanimously on operational matters. To this end, the Project Managers shall meet (including by means of distance communication) as often as reasonably required, and shall have regular exchanges of phone calls and e-mails during the execution of the Collaborative Project. The Party may change their respective Project Manager inter alia for reasons beyond their control, subject to written notice to the other Party.

2.2 For the duration of the Agreement, the project plan of the Collaborative Project as specified in Annex I may be amended upon mutual consent . However, before entering into force, any extension or amendment of Annex I will be put in writing and will be signed by the non-authorized representatives of all Parties. Each Party shall receive a fully executed copy of said amendment or extension.

ARTICLE 3 - COLLABORATIVE PROJECT

Performance of the Collaborative Project

3.1 Research. The Parties shall perform collaborative research in accordance with the project plan as developed and agreed to by the Parties, and which is attached hereto as part of Annex I. The Parties may extend and/or amend Annex I in accordance with article 2.2.

3.2 The Parties shall use reasonable efforts to achieve the anticipated Results taking into account the actual status of knowledge in the scientific field concerned.

3.3 Project expenses. The Parties shall pay their own costs related to the performance of the Collaborative Project. Notwithstanding the foregoing, Institute will provide the PhD-student with reasonable facilities and equipment (including work premises, computer and software, internet access, telephone and normal office technology ) during the PhD-student’s stay as needed by the PhD-student for the performance of the Collaborative Project at Institute premises (as defined hereunder) without any compensation to be claimed within three months. During the performance of the Collaborative Project at Institute premises the PhD-student will be permitted to use her own equipment as well as that owned by the NENCKI.

3.4 The Parties agreed that the PhD-student will carry out most of its activities in the framework of the Collaborative Project. Further practical arrangements regarding the implementation of the Collaborative Project by the PhD-student at Institute Premises will be agreed upon between the Parties.

It is acknowledged and understood that the Collaborative Project is temporary. Nothing in the Agreement shall be constructed to create a partnership, joint venture or agent relationship between the Parties. No employer-employee relationship exists or is created between the Parties. The PhD-student continues to be under the legal responsibility of NENCKI.