

Control and Prediction of the Organic Solid State (CPOSS) Industrial Alliance

Membership Agreement

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| Member Name | |
| Member Contact Details | Name Address (if different to above) Tel e-mail |
| Project | <i>Control and Prediction of the Organic Solid State (CPOSS) Research Project:</i> |
| Alliance Contact Details | Name Prof. Sarah (Sally) L Price Address Department of Chemistry University College London Tel +44 (0)20 7679 4622 e-mail s.l.price@ucl.ac.uk |
| Membership Start Date | <i>Insert Date 1 May 2008</i> |
| Membership End Date | <i>Insert Date 30 April 2012</i> |
| Annual Membership Fee 2008 | £TBA + VAT |

Subject to the Terms of Membership provided with this Agreement, the Parties hereby agree that, in consideration of the Membership Fee paid to UCL under this Agreement, the CPOSS Research Group at UCL or at Strathclyde shall carry out the Project and grant the Member the rights as set out in this Agreement. UCL, Strathclyde and the Member shall each be known as 'Party' or collectively as the 'Parties'.

Agreed for, and on behalf of
University College London

Agreed for, and on behalf of the
University of Strathclyde

Agreed for, and on behalf of
the Member

Signature

Signature

Signature

print name

print name

print name

Date

Date

Date

1 Definitions

- 1.1 **'Member', 'Start Date' and 'Annual Membership Fee'** shall have the meaning set out in the Membership Agreement.
- 1.2 **'Alliance'** means an informal association called the CPOSS Industrial Alliance. For the avoidance of doubt, the Alliance does not have any separate legal identity or decision making powers.
- 1.3 **'Confidential Information'** shall mean all information, in any form whatsoever, that is provided directly or indirectly by one Party to the other under this Agreement. For the purposes of this Agreement, Foreground Intellectual Property which is not published or patented within one year of generation, shall no longer be deemed Confidential Information.
- 1.4 **'CPOSS Research Group'** shall mean the group carrying out the Project based at UCL's Department of Chemistry or at Strathclyde's Strathclyde Institute of Pharmacy and Biomedical Sciences.
- 1.5 **'Intellectual Property'** means any intellectual or industrial property rights of any description in any part of the world including but not limited to patents, copyrights, inventions, design rights (registered or unregistered), trademarks, source codes, know-how and database rights including, where applicable, applications for any of the foregoing.
- 1.6 **'Background Intellectual Property'** means any Intellectual Property controlled or owned by either Party prior to the Effective Date or produced by the Parties independently of this Agreement (whether before, on or after the Start Date).
- 1.7 **'Foreground Intellectual Property'** means any Intellectual Property and commercially valuable know-how arising from and developed in the course of the Project.
- 1.8 **'Membership Agreement'** means an agreement by which the Member joins the Alliance, of which these Terms of Membership form a part.
- 1.9 **'Project'** means the Control and Prediction of the Organic Solid State (CPOSS) Research Project
- 1.10 **'CPOSS Industrial Alliance Steering Group'** means Professor Sarah Price(PI), Professor Alastair Florence and Professor Derek Tocher and additionally shall include one representative of each Member should they choose to participate.
- 1.11 **'UCL'** means University College London
- 1.12 **'Strathclyde'** means the University of Strathclyde

2 The CPOSS Industrial Alliance

- 2.1 The CPOSS Industrial Alliance was established by the CPOSS Research Group to apply the innovative technologies developed by the CPOSS Research Project to flexibly support exploratory collaborative studies with a broad range of industrial collaborators.
- 2.2 In line with 2.1 above, the Member may collaborate with UCL and/or Strathclyde in one study, the specific aim of which will be to transfer knowledge of the CPOSS Research Group technologies to the Member. Details of the potential study are more fully set out at Schedule 1 to this agreement. UCL and/or Strathclyde will approve the scope and subject matter. The results of the study will be publishable in line with normal academic practice. Further collaborations will be dealt with by separate agreement.

3 Access to the CPOSS Website

- 3.1 The CPOSS Research Group shall maintain a password protected restricted area (the "Restricted Area") on its website containing details of crystal structure prediction results, advances in the methodology and other documents of scientific utility to the Alliance and shall grant the Member access to the Restricted Area. Alliance Members will be able to obtain further files and data appertaining to the crystal structure prediction results from the PI.

- 3.2 As a condition of this access, the Member agrees to treat the information on the Website as Confidential Information. Further, the Member agrees not to allow unauthorised access to the website to any third party.

4 Annual Meeting

- 4.1 The Member will be entitled to send representatives to the annual CPOSS meeting. Members will have the opportunity to have publicity stands at the meetings, which will be designed for scientific networking and background awareness for researchers in the field of the organic solid state.
- 4.2 Pursuant to each Annual Meeting, a meeting of the CPOSS Industrial Alliance Steering Group shall take place. The Steering Group will discuss and consider the direction of the Project and as part of this consideration. Members' representatives will be invited to contribute their input.

5 Publicity and Use of Member's Logo

- 5.1 CPOSS will acknowledge the Member as part of the Alliance and shall display the Member's logo on the Website and in all materials published in connection with the Project, during the continuation of this Agreement.
- 5.2 The Member will supply CPOSS, on request, with an electronic copy of its logo for the purpose described in clause 5.1 above.

6 Annual Membership Fee and payment

- 6.1 The Member shall pay the Annual Membership Fee to UCL on or before the Start Date. The Annual Membership Fee is non-refundable.
- 6.2 All amounts payable to UCL under this Agreement are exclusive of VAT (or any similar tax) which the Member will pay to UCL as applicable at the rate from time to time prescribed by law.
- 6.3 Annual Membership Fees will be held by UCL and disbursement of the fees will be agreed between the CPOSS Investigators.

7 Intellectual Property

- 7.1 Nothing in this Agreement shall affect the ownership of Background Intellectual Property which shall vest with the Party introducing the same.
- 7.2 Dependent on which of UCL or Strathclyde generates it, all Foreground Intellectual Property shall be the Property of UCL or of Strathclyde, either of which shall grant the Member a non-exclusive, royalty-free licence to use Foreground Intellectual Property for its own internal research purposes and for external marketing purposes.
- 7.3 UCL and Strathclyde shall provide consultancy to the Member at the Member's reasonable request, in order for the Member to exploit the Foreground IP and UCL and Strathclyde Background IP. UCL and Strathclyde shall make available the Foreground IP and UCL and Strathclyde Background IP through the consultancy activities and shall provide the Member with a worldwide, fully paid-up, non-exclusive licence to use the Foreground IP and UCL and Strathclyde Background IP that is communicated and used in such consultancy services for the purposes of developing, having developed, making, having made, offering for sale and having offered for sale pharmaceutical products, and for similar commercial purposes. The consulting fees charged by UCL and Strathclyde shall be 20% less than those charged to non-Members, and subject to a cap of £1,000 per person-day. These consulting fees and the CPOSS fees shall be regarded as full consideration for the licence and no other royalties or charges shall apply.

8 Protection of confidential information

8.1 Subject to clause 3.1, each Party ("Receiving Party") undertakes:

(a) to maintain as secret and confidential all Confidential Information obtained directly or indirectly from the other Party ("Disclosing Party") in the course of or in anticipation of this Agreement and to respect the Disclosing Party's rights therein;

(b) to use such Confidential Information only for the purposes of this Agreement and as set out in clause 7.2 above; and

(c) to disclose such Confidential Information only to those of its employees and contractors pursuant to this Agreement (if any) to whom and to the extent that such disclosure is reasonably necessary for the purposes of this Agreement.

8.2 The provisions of Clause 8.1 shall not apply to Confidential Information which the Receiving Party can demonstrate by reasonable, written evidence:

(a) was, prior to its receipt by the Receiving Party from the Disclosing Party, in the possession of the Receiving Party and at its free disposal; or

(b) is subsequently disclosed to the Receiving Party without any obligations of confidence by a third party who has not derived it directly or indirectly from the Disclosing Party; or

(c) is or becomes generally available to the public through no act or default of the Receiving Party or its agents, employees, Affiliates or sub-licensees; or

(d) the Receiving Party is required to disclose to the courts of any competent jurisdiction, or to any government regulatory agency or financial authority; or

(e) which a Party is advised by its information officer that it is required to disclose under the Freedom of Information Act 2000.

9 Publication

9.1 The Member agrees that:

(a) where UCL or Strathclyde wishes to publish the results of collaboration between the Member and UCL or Strathclyde on the Project, UCL or Strathclyde may do so in accordance with normal academic practice, but kept confidential to the extent necessary to protect the Member's Confidential Information. UCL or Strathclyde shall submit to the Member a draft of any publications produced as a result of collaboration under clause 2.2, in advance of publication. The Member shall review the draft within a period of 30 working days of its receipt. Should the Member find that the draft contains any of its Confidential Information that it cannot allow to be published because it would harm its commercial interests, and informs UCL or Strathclyde of this, UCL or Strathclyde shall delete, adapt or genericise such Confidential Information prior to the intended publication being made. Should the Member reasonably request to UCL or Strathclyde that any publications are delayed, UCL or Strathclyde shall delay publication for a period of 3 months starting from the expiry of the 30 day review period. UCL or Strathclyde shall acknowledge the support received from the Member in the publications, unless requested to the contrary by the Member.

10 Warranties and liability

10.1 UCL and Strathclyde warrant that they will use reasonable care and skill in carrying out the Project.

10.2 UCL and Strathclyde expressly do not warrant that any result or objective whether stated in this Agreement or not shall be achieved or be achievable at all or within a specific time frame.

10.3 Subject to clause 10.6 below, UCL's or Strathclyde's liability under or in connection with this Agreement whether

arising in contract, tort, negligence, breach of statutory duty or otherwise, shall not exceed the Fee paid to UCL under this Agreement.

10.4 Subject to clause 10.6 below, no Party shall be liable to another Party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other Party (a) of an indirect or consequential nature or (b) which consists of economic loss or other loss of turnover, profits, business or goodwill.

10.5 Each of the Parties acknowledges that, in entering into this Agreement, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in this Agreement, and any conditions, warranties or other terms implied by statute or common law are excluded from this Agreement to the fullest extent permitted by law.

10.6 Nothing in this Agreement excludes any person's liability to the extent that it may not be so excluded under applicable law, including any such liability for death or personal injury caused by that person's negligence, or any liability for fraud.

11 Term and Termination

11.1 Save where clause 11.2 applies or unless terminated earlier in accordance with this clause 11, this Agreement shall commence on the Start Date and shall continue in force for a period of 4 years.

11.2 The Member may terminate this Agreement at any time by giving UCL or Strathclyde 60 days' written notice.

11.3 Any Party may terminate this Agreement at any time by notice in writing to the other Parties, such notice to take effect as specified in the notice:

(a) if another Party is in material breach of this Agreement and, in the case of a breach capable of remedy within 30 days, the breach is not remedied within 30 days of the Party in breach receiving notice specifying the breach and requiring its remedy; or

(b) if: (i) another Party becomes insolvent or unable to pay its debts as and when they become due; (ii) an order is made or a resolution is passed for the winding up of said Party (other than voluntarily for the purpose of solvent amalgamation or reconstruction); (iii) a liquidator, administrator, administrative receiver, receiver or trustee is appointed in respect of the whole or any part of said Party's assets or business; (iv) said Party makes any composition with its creditors; (v) said Party ceases to continue its business; or (vi) as a result of debt and/or maladministration said Party takes or suffers any similar or analogous action.

12 General

12.1 *Force majeure.* No Party shall have any liability or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement that result from circumstances beyond the reasonable control of that Party, including without limitation labour disputes or equipment failure involving that Party. The Party affected by such circumstances shall promptly notify the other Parties in writing when such circumstances cause a delay or failure in performance and when they cease to do so.

12.2 *Amendment.* This Agreement may only be amended in writing signed by duly authorised representatives of UCL, Strathclyde and the Member.

12.3 *Assignment.* The Member shall not assign, mortgage, charge or otherwise transfer any of its rights or obligations under this Agreement.

12.4 *Waiver.* No failure or delay on the part of any Party to exercise any right or remedy under this Agreement shall be construed or operate as a waiver thereof, nor shall

- any single or partial exercise of any right or remedy preclude the further exercise of such right or remedy.
- 12.5 *Invalid Clauses.* If any provision or part of this Agreement is held to be invalid, amendments to this Agreement may be made by the addition or deletion of wording as appropriate to remove the invalid part or provision but otherwise retain the provision and the other provisions of this Agreement to the maximum extent permissible under applicable law.
- 12.6 *No Agency.* No Party shall act or describe itself as the agent of the others, nor shall it make or represent that it has authority to make any commitments on the others' behalf.
- 12.7 *Notices.* Any notice to be given under this Agreement shall be in writing and shall be sent by first class mail to the address of the relevant Parties set out at the head of this Agreement, or such other address as those Parties may from time to time notify to the others in accordance with this Clause 12.7. Notices sent as above shall be deemed to have been received three working days after the day of posting (in the case of inland first class mail), or seven working days after the date of posting (in the case of air mail),
- 12.8 *Law and Jurisdiction.* The validity, construction and performance of this Agreement shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the parties hereby submit, except that a Party may seek an interim injunction in any court of competent jurisdiction.
- 12.9 *Announcements.* Otherwise than as expressly provided for under this Agreement, no Party shall make any press or other public announcement concerning any aspect of this Agreement, nor make any use of the name, logo or any trade marks of the other Parties in connection with or in consequence of this Agreement, without the prior written consent of the other Parties.
- 12.10 *Entire agreement.* This Agreement, including its Schedules, sets out the entire agreement between the Parties relating to its subject matter and supersedes all prior oral or written agreements, arrangements or understandings between them relating to such subject matter. Subject to Clause 12.6, the Parties acknowledge that they are not relying on any representation, agreement, term or condition which is not set out in this Agreement.
- 12.11 *Third parties.* For the purposes of the Contracts (Rights of Third Parties) Act 1999 this Agreement is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

Collaboration Study

Work Programme: To be confirmed

Subject: To be discussed with the member

Personnel: Prof SL Price, Prof AJ Florence, Translation Grant PDRA(s)

Duration: To be agreed between the Parties, but anticipated to be less than 1 year from signing.

Deliverables: To be agreed