

Cooperation Agreement

between

Max-Planck-Gesellschaft
zur Förderung der Wissenschaften e.V.

represented by
the Managing Director at the
Max Planck-Institute for Polymer Research
Ackermannweg 10, D-55128 Mainz, Germany
Prof. Dr. Kurt Kremer

(hereinafter called "MPIP")

and

Lodz University of Technology
International Centre for Research on Innovative Biobased Materials
Zeromskiego 116, 90-924 Lodz, Poland

represented by
the Rector of the Lodz University of Technology
Prof. Dr. Sławomir Wiak
and
acting Director of the International Centre for Research on Innovative Biobased Materials
Prof. Dr. Piotr Paneth

(hereinafter called "ICRI-BioM")

(hereinafter jointly referred to as "Party"/"Parties")

PREAMBLE

MPIP is acting as a foreign strategic partner with the unit “International Centre for Research on Innovative Biobased Materials” hereinafter referred to as ICRI-BioM, under the International Research Agendas (IRA) Program and the Teaming for Excellence scheme carried out by the European Commission under the Horizon 2020 program. The Letter of Institutional Commitment by MPIP is attached as Appendix 1 to this Agreement.

MPIP declares that knows and accepts the terms and conditions of the IRA Programme competition and the requirements related to the realization of the IRAP project, in particular the requirements set for the unit realizing the IRAP and the for the foreign partner.

MPIP and ICRI-BioM are conducting research in the field of materials, especially biomaterials, and polymers. MPIP possesses experience and knowledge in the field of polymer synthesis, polymer physics, and theory in modelling biomaterials and their application in medicine. ICRI-BioM will develop in the fields of molecular biotechnology, new materials and applied computational technologies. Their existing knowledge shall form the basis of the project defined in the Annex 2 (description of topics).

For this reason, the Parties enter into the following Agreement:

ART. 1

SUBJECT MATTER OF AGREEMENT

MPIP and ICRI-BioM are planning scientific collaboration. The scientific Research Programme is specified in Appendix 2. Specifically, the Parties undertake to handle the defined scientific tasks to the best of their abilities and according to recognised scientific standards. No employee-employer relationship between the Parties is created as a result of this Agreement.

ART. 2

TERMS OF REFERENCE

- 2.1 The basis for this Agreement shall be the Research Programme (Appendix 2). The research work will be detailed by the Parties each year. The interaction between the Parties will be based on the operational rules of the unit carrying out the IRA Program, research programme will be verified by the International Scientific Committee of the ICRI-BioM
- 2.2 The Parties agree that the Research Programme shall be binding, but may be adapted from time to time depending on the speed of progress. Any such adaptation shall be made, in whole or in part, only by an instrument in writing signed by all Parties hereto.
- 2.3 MPIP contact person is Prof. Dr. Paul W. M. Blom and Prof. Dr. Kurt Kremer.
ICRI-BioM contact person is Prof. Dr. Sławomir Wiak and Prof. Dr. Piotr Paneth.

Art. 3

PRINCIPLES OF COLLABORATION

- 3.1 MPIP will act as the Nominating Institution and assign researchers to serve on the International Scientific Committee of the ICRI-BioM.
- 3.2 MPIP will advise in the acquisition of the most appropriate and experienced candidates for the IRAP by using its internal contacts and research nets for searching for the IRAP project unit Manager in the initial 18 months Stage 1.
- 3.3 MPIP will assist ICRI-BioM in the recruiting process to hire researchers (Principal Investigators and PhD students) that will be working at ICRI-BioM. This includes the evaluation of the candidates.
- 3.4 MPIP will host students from the ICRI-BioM for a period of at least four months to conduct research in MPIP, as a part of their thesis. Researcher from MPIP will be a co-supervisor of the PhD thesis, whenever suitable.
- 3.5 MPIP will share, whenever applicable, its know-how and expertise regarding the principles of good scientific practices, research management, administrative processes, patent application and commercialization of the research results.
- 3.6 The Parties shall endeavour to achieve the scientific objective as defined in Art. 2.1 by providing the agreed contributions to the best of their abilities, in particular the research work. Each Party will carry out its specific responsibilities based on its research profile.
- 3.7 The Parties shall also share their developed experience, knowledge and know-how and keep each other continuously informed, in an appropriate manner, of the results of the research work covered by this Agreement.
- 3.8 If and to the extent that it shall be required for performance of the Research Programme, each Party shall provide the other Party's staff members involved in the Research Programme with access to their research infrastructure and scientific service facilities, on the same basis as such research infrastructure and scientific service facilities are made available to their own staff members.
- 3.9 The Parties shall observe the principle of balance as regards mutual use of research infrastructure.
- 3.10 The Parties shall assist each other in acquiring project funding from third parties.

Art. 4
USE OF PERSONNEL

Both Parties will host researchers from the other Party's. Each Party is responsible for the financing of its own personnel.

- 4.1 The Parties agree that the staff to be seconded remain under the direction of the supplying Party in respect of employment law while they are working at the other Party's. They further agree that the staff to be seconded remain integrated in the operation of the supplying Party in respect of employment law as before, the staff will not be operationally integrated into the operational organisation of the host Party.
- 4.2 Insofar as the Parties do not consider themselves in a position to allow the direction rights and the operational integration of the staff to remain with the supplying Party contrary to Art. 4.1, both Parties shall ensure that the staff are contractually employed by the host Party for the duration of the work.

Art. 5 CONFIDENTIALITY

The Parties undertake to treat as confidential all documents marked as secret and other details made accessible bilaterally and to keep them secret from any third party. Such obligation of confidentiality shall survive termination of this Agreement but apply no longer than three years following completion of the project, unless the information has become common knowledge through publications issued by third parties or in another manner, or the respective party to the Agreement has explicitly consented to publication.

ART. 6 PUBLICATIONS

The Work Results achieved are intended for publication. In the case of scientific publications concerning the subject matter of the Agreement, the Parties shall take into account the interests of the other Party and provide the text of the intended publication to the other Party prior to publication, giving the other Party the opportunity to submit comments, such that any patent applications shall not be jeopardised by prior publications that are prejudicial to novelty, and secret know-how shall not be revealed. The Parties shall therefore not unduly delay or prevent the issue of a publication.

ART. 7 RESULTS

- 7.1 Work Results within the meaning of this Agreement are copyrightable inventions, qualified know-how pursuant to Commission Regulation (EC) no. 240/96 of 31.01.1996 and simple, non-copyrightable know-how.
- 7.2 Any Results generated by staff members of MPIP shall accrue to MPIP. Any Results generated by ICRI-BioM shall accrue to ICRI-BioM. Jointly generated Results shall jointly accrue to MPIP on the one hand and ICRI-BioM on the other. Their share in the Result shall be determined in ac-

cordance with the significance of the respective inventive contribution to the joint Results. Neither Party to the Agreement may assign any of its shares of the jointly generated Result without the prior consent of the other Party.

- 7.3 The Parties are entitled to use copyrightable inventions and parts of inventions covered by the Agreement in accordance with the regulations stipulated by the national Employee Inventions Acts. The Parties shall agree on the appropriate procedure for registering protective rights, particularly in the case of joint inventions.
- 7.4 The Parties will assist each other in the protection and commercialisation of the Work Results.

ART. 8 RIGHTS OF USE

- 8.1 For the duration and purposes of the research project, the Parties shall grant each other non-exclusive, non-transferable, non-licensable, no-charge rights of use to the Results.
- 8.2 For the duration and purposes of the research project, the Parties shall also grant each other, on request and provided they are legally permitted to do so, non-exclusive, non-licensable, non-transferable, no-charge rights of use to pre-existing protective rights.
- 8.3 If a Party wishes to make use of Results and/or pre-existing protective rights over and above these limits, the Parties shall conclude a separate agreement on this.
- 8.4 The Parties shall be entitled to use the Results at no charge and in an unrestricted manner for non-commercial scientific purposes (research and education).
- 8.5 Should either Party wish to waive a protective right, it shall first offer such right to the other Party in return for a fee, while protecting the rights of the inventor; should the other Party accept the offered protective right, it shall have unrestricted ownership over such protective right.

ART. 9 TERM OF THE AGREEMENT

- 9.1 The term of this Agreement shall become effective on the date of its signing and shall remain valid throughout the duration of the ICRI-BioM project (five years from the date indicated in the Grant Agreement with the Foundation for Polish Science), as well as its durability period.
- 9.2 Neither Party may terminate this Agreement prior to the end of the term described in item 9.1 except for good cause. In such a case the termination with a 90-day notice period shall be in writing and must contain the reasons why the Agreement is to be terminated.

ART. 10
FINAL PROVISIONS

- 10.1 The relationship between the Parties with respect to the subject matter of this Agreement is regulated in full by the text of this Agreement.
- 10.2 The Parties shall be liable to one another only with respect to wilful intent and gross negligence.
- 10.3 The Parties assume that the arrangements made in this Agreement shall not lead to any tax burdens.
- 10.4 No termination, amendment and supplement, or cancellation of this Agreement shall be effective unless made in writing.
- 10.5 If any provisions of the Agreement become invalid, the Parties shall be obliged to replace the invalid provisions with other valid provisions that are sufficiently close equivalents to the invalid provisions that it can reasonably be assumed that the Parties would also have entered into this Agreement with these provisions.
- 10.6 If such provision cannot be found, the invalidity of one or more provisions of the Agreement shall not affect the validity of the Agreement as a whole, unless the invalid provisions are of such fundamental importance to the Agreement that it can reasonably be assumed that the Parties would not have entered into the Agreement without the invalid provisions.
- 10.7 Appendices to the Agreement shall form an integral part of the Agreement.

[signatures on the following page]

Lodz University of Technology, International
Centre for Research on Innovative Biobased
Materials

Max-Planck-Gesellschaft zur Förderung der
Wissenschaften e.V.

Prof. Dr. Sławomir Wiak

Prof. Dr. Kurt Kremer


PROF. DR. K. KREMER
MAX-PLANCK-INSTITUT
FÜR POLYMERFORSCHUNG
ACKERMANNWEG 10
POSTFACH 3148
D-55021 MAINZ

Prof. Dr. Piotr Paneth

Date:

Date: July 4, 2019

Appendices:

Appendix 1 – Letter of Institutional Commitment

Appendix 2 – Scientific Objective