ProNova VINN Excellence Centre for Protein Technology

Main Agreement for Stage III

Stockholm, 2012
This agreement has been entered into between:

KTH Royal Institute of Technology (Org. number 202100-3054); and
KTH Holding AB (Org. number 556498-0455); and
Affibody AB (Org. number 556665-6913); and
AstraZeneca AB (Org. number 556011-7482); and
Atlas Antibodies AB (Org. number 556682-8082); and
BioInvent International AB (Org. number 556537-7263); and
GE Healthcare Bio-Sciences AB (Org. number 556108-1919); and
Genovis AB (Org. number 556574-5345); and
Gyros AB (Org. number 556672-5429); and
Mabtech AB (Org. number 556276-8225); and
Novozymes A/S (2880 Bagsvaerd, Denmark); and
Olink AB (Org. number 556663-6998); and
ThermoFisher Scientific (Phadia AB) (Org. number 556041-3204); and
Swedish Orphan Biovitrum AB (Org. number 556038-9321).

Section 1 – Introduction

Provided that VINNOVA (the Swedish Governmental Agency for Innovation Systems) supports the activities by means of contributions to the University, the Parties hereby undertake to cooperate in good faith, for the duration of the agreement, within the VINN Excellence Centre [ProNova], at KTH (hereinafter referred to as “the Centre”) which is being constituted according to this agreement and the Operational Plan (Appendix 1; which may be revised by the Centre Board during the term of this agreement), to contribute to the operations by striving for an exchange of information (when this does not entail violating any laws or agreements or divulging any own trade secrets) by means of performing research work, other work or through cash contributions.
**Section 2 – Definitions**

**Active Party:** The term "Active Party" shall mean a Party of the Centre participating actively in a Centre Programme Area being part of the Research programme, where the term "actively" should mean contributing to at least one of the Centre Programme Areas either by in kind resources, cash resources or other resources equivalent to a value of at least one tenth (1/10) of a full time equivalent (FTE) resource. The Centre party KTH Holding AB, representing the interests of involved researchers at KTH shall be regarded as an Active Partner in all Centre Programme Area subprojects being part of the Research programme and in which KTH researchers are participating, although not fulfilling these prerequisites.

**Background Information:** The term “Background Information” shall mean information which a Party can prove by competent evidence was generated independently of a Party’s commitment to the Centre, and which may be significant for the implementation of the Research programme (being a part of the Operational plan; Appendix 1), and which a Party has previously made public or which a Party makes public or communicates to another Party during the term of the agreement. Confidential Information which the Parties may come to transfer to each other according to the undertakings in another agreement, or information which a Party received through an employee of another Party when the employee is not involved in the Centre, shall not constitute Background Information.

**Background Results:** The term "Background Results" shall mean Results generated within one Centre Project (as defined in Stages I and II of the Centre activities) or within one Centre Programme Area and which may be significant for one or several other Centre Programme Areas during the term of the agreement related to Centre Programme Area subproject performance and/or commercialization of Results.

**Centre Programme Area:** The term “Centre Programme Area” shall mean a body within the Centre Research Programme structure, decided by the Board and including two or more related Programme Area Subprojects and which is described in a Programme Area Description.

**Communal Results:** The term “Communal Results” shall mean all Results that cannot be proven to be Separate Results. Communal Results shall fall in equal parts to those Parties who have generated the Results in collaboration.

**Confidential Information:** The term “Confidential Information” shall have the meaning as set out in Section 14.2.

**Contributions in Kind:** The term “Contributions in Kind” shall mean material, equipment, work and other contributions in kind and which, according to VINNOVA’s guidelines, constitute an approved expense.

**Co-operation Agreement:** The term “Co-operation Agreement” shall mean agreements other than employment agreements between a Party and a third party regarding research work or other work carried out for the fulfilment of this agreement.

**Financial Year 6:** The term “Financial Year 6” shall mean the period from to 2012-04-01-2013-03-31.
**Financial Year 7:** The term “Financial Year 7” shall mean the period from to 2013-04-01-2014-03-31.

**Financial Year 8:** The term “Financial Year 8” shall mean the period from to 2014-04-01-2015-03-31.

**Group Company:** The term “Group Company” shall mean, on the one hand, a legal entity which, according to chapter 1, section 11 of the Companies Act (2005:551), is included in the same group as a Party; and on the other hand, a foreign legal entity which, according to the same section of the act, would have been included in the same group as a Party, if it had been a Swedish legal entity.

**Party:** The term “Party” or “Parties” shall mean one or several signatories to this agreement.

**Stage III:** The term “Stage III” shall mean Financial Years 6, 7 and 8.

**Programme Area Description:** The term “Programme Area Description” shall mean a description of an individual Centre Programme Area, including a summary and collected descriptions of included individual Programme Area Subprojects, using the template forms of Appendix 2.

**Results:** The term “Results” shall mean information connected with Sole Rights, which is generated during the term of the agreement owing to a Party’s commitment to the Centre. Information which is generated during the term of the agreement and which is directly related to the research in the Centre, shall be considered to be Results, unless a Party who disputes this can prove that the information is independent of the Party’s participation in the Centre. Results may fall to someone Separately or Communally with others.

**Separate Results:** The term “Separate Results” shall mean Results which a Party can prove that he has generated either alone or independently of the collaboration with another Party under this agreement. For the avoidance of doubt, it is expressly stated that in the event Separate Results are generated by research conducted by an individual which has been funded by several Parties such Results shall be treated as Communal Results between such Parties.

**Sole Rights:** The term “Sole Rights” shall mean, the existing possibility, on the grounds of intellectual property rights, of prohibiting someone else from utilizing Background Information or Results. The possibility of procuring prohibitions according to the Trade Secrets Act (1990:409) or the Marketing Practices Act (1995:450), shall be considered as substantiated on intellectual property laws. Sole Rights may fall to someone Separately or Communally with others.

**The Centre:** The term the ”Centre” shall mean the partnership which ensues from this agreement.

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**Section 3 – Financial Undertakings**

**3.1 Total Undertaking**
The budgeted total joint financial undertakings of the Parties for Stage III amount to **SEK 47,435,000** distributed between **Financial Year 6** by **SEK 16,049,000**; **Financial Year 7** by **SEK 16,529,000** and **Financial Year 8** by **SEK 14,857,000**.

### 3.2 Forms of Financial Support

The financial undertakings of the Parties can consist of Contributions in Kind and/or Cash Contributions.

### 3.3 The University’s Economic Undertakings

The University hereby undertakes to support the operations in an amount equivalent to **SEK 26,178,000** in accordance with the table below.

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**KTH, Total contribution:** 1000 7630 1000 8110 1000 7438

In kind contributions are calculated according to: Senior researcher (Prof./Assoc. Prof.): 1 500 kSEK/year; Senior researcher (PhD/Postdoc): 960 kSEK/year; PhD student: 800 kSEK/year; Administrative personnel: 600 kSEK/year.
3.4 The Remaining Parties’ Economic Undertakings

The joint economic undertaking of the other Parties amounts to SEK **22,257,000** in accordance with the table below.

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<td>ThermoFisher Scientific (Phadia AB)</td>
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In kind contributions are calculated according to: Industry: 1 FTE = 1 472 kSEK/year (800 SEK/hr x 1840 hr/year)

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**Section 4 – Period for the Fulfilment of the Financial Undertakings etc.**

**4.1 Period for the Payment of Cash Contributions**

The promised total cash contribution shall be paid in advance in equal ratios every six months. The first payment shall be made without undue delay, after this agreement has entered into effect. The liability to pay is fulfilled by means of transferring an amount to the University. The University shall keep this amount separate and let it be disposed of on behalf of the Parties by the Centre Board which shall be constituted according to section 5.2 below.

**4.2 Period for the Fulfilment of Contributions in Kind**

Contributions in Kind shall be fulfilled on an ongoing basis, and no later than within reasonable time after being requested by the Centre Board, which shall be constituted according to section 5.2 below.

**4.3 Exclusion of Right of Set-Off**

A Party may not set-off the value of a fulfilled Contribution in Kind against a promised cash contribution.

**4.4 Respite**
The Centre Board may, upon request from a Party, decide to grant a respite from the fulfillment of a Party’s economic undertakings. However, the fulfillment of cash contributions shall always take place no later than when Stage III is completed. The Centre Board may also, upon request by a Party, decide that the Contribution in kind promised by the Party shall instead be fulfilled in the form of a cash contribution. Such a decision may also be made without a request from the Party, in connection with the Party prematurely relinquishing the agreement.

4.5 Separate Liability

Each Party is liable for its own portion of the financing. Thus, no joint liability exists.

Section 5 – Organization

5.1 General Meeting of the Parties

5.1.1 The Parties ultimately have the right to decide over the Centre and its operations.

5.1.2 The meetings between the Parties for discussing the Centre’s activities shall be called General Meeting of the Parties.

5.1.3 Each Party has one vote at the General Meeting of the Parties.

5.1.4 It is incumbent on each Party to be present at the General Meeting of the Parties, either by means of a deputy or an authorized representative, if the General Meeting is going to discuss matters concerning amendments, additions to this agreement or matters regarding elections according to section 5.1.7.

5.1.5 Written notice to attend the General Meeting shall be issued no earlier than four and no later than one week prior to the General Meeting.

5.1.6 Decisions regarding amendments or additions to this agreement and its appendices, as well as the election of members of the Centre Board, may only be made if all Parties are present by means of a deputy or representative. Other decisions may be made if at least half of the Parties are present, by means of deputies or agents.

5.1.7 The General Meeting of the Parties shall elect certain individuals who shall be given the power of attorney to be responsible for the Centre’s activities. The duly empowered persons shall consequently constitute a Centre Board. The General Meeting of the Parties may dismiss any board members without stating the reasons. The University’s President may furthermore appoint a board member, and remove the same, should the occasion arise. The General Meeting of Parties shall carry out the duties of the Centre Board until the Centre Board has been elected.

5.1.8 Decisions regarding amendments or additions to this agreement and its appendices must be unanimous. The same applies to elections according to section
5.1.7. However, decisions regarding changes in the Research program (Appendix 1) may be made with a simple majority, if the decision is seconded by the person who shall be appointed according to section 5.3. Decisions regarding the premature termination of the Centre’s activities may be decided with a simple majority if seconded by the University.

5.1.9 Other decisions must be made by simple majority.

5.1.10 The University’s President or another person who is appointed by the same to take his/her place, shall be the Chairman of the General Meeting of Parties. It is incumbent on the Chairman to call members to attend the General Meeting in order to appoint the Centre Board without undue delay, once this agreement has been signed by all Parties.

5.1.11 Each Party has the right to require of the Centre Board that notice to attend a General Meeting of Parties be issued to discuss a particular subject.

5.2 The Centre Board

5.2.1 The Centre Board shall consist of at least five members with deputies. No remuneration is given for board member mandates.

5.2.2 A mandate as board member is valid throughout Stage III, but will prematurely terminate if the board member or the Parties, after a General Meeting of Parties, give notice that the mandate shall cease. Such notification shall be made to the Centre Board. If a board member’s mandate ceases prematurely, and there is no deputy who can take his or her place, the remaining board members must take the necessary measures to appoint another board member for the remaining mandate period. No measures are required if the number of board members is greater than five, and the Centre Board is competent to make decisions with the remaining board members and deputies.

5.2.3 The Centre Board makes decisions regarding the direction and objectives of the Centre within the scope of the Operational Plan (Appendix 1), as well as in matters which emerge and which, according to this agreement, should not be decided by the General Meeting of Parties or other. In its decision-making, the Centre Board shall promote the mutual interests of the Parties.

5.2.4 Among other things, the Centre Board shall therefore:

- decide upon the Centre’s strategic development and direction, with the aim that the Centre shall fulfil the evaluation criteria that were determined by VINNOVA;
- promote the collaboration with the community, as well as trade and industry, with regard to the use of the Results;
- continuously determine the Centre’s (profit centre’s) financial situation, draw up the budget and ensure that the organization is designed in such a way that
the management of funds and other economic circumstances are managed in an adequate manner;
- be responsible for the initiation, decision, implementation and follow-up of the research activities within the frame of the research program.
- keep the Parties informed about any circumstances that may significantly delay or obstruct the implementation of the research program;
- provide all Parties with an annual budget for each Financial year;
- make sure that the annual and final reports are submitted;
- be an advisory body in matters regarding the commercialization of Results, upon the request of a Party;
- approve accession agreements with new Parties and Co-operation agreements;
- approve a winding-down plan for the premature winding-down of the co-operation; and
- approve agreements on extended confidentiality in accordance with Section 14.3.

5.2.5 If certain tasks are delegated to one or more of the board members or to a Party, the Centre Board shall act with care and continuously check to see if the delegation can be maintained.

5.2.6 The Centre Board does not have the mandate to represent the Parties in relation to third parties or to make decisions which entail the exercise of official authority.

5.2.7 The Centre Board shall establish written rules of procedure for their work. The rules of procedure shall stipulate how the work, when applicable, shall be distributed among the Centre Board’s board members; how often the Centre Board shall convene; and to which extent the deputies shall participate in the work of the Centre Board and be called to its meetings.

5.2.8 The Centre Board shall provide written instructions indicating the division of labour between, on the one hand the Centre Board, and on the other hand, the person who shall be appointed according to section 5.3 and other entities, such as project groups, that the Centre Board decide to establish.

5.2.9 The Centre Board shall elect one board member to be the Chairman. Upon an equal number of votes, the election will be decided by drawing of lots. The Chairman shall lead the work of the Centre Board and ensure that the Centre Board fulfils its duties.

5.2.10 The Chairman of the Centre Board shall ensure that meetings are held when needed. The Centre Board shall always be convened if a board member or the Head of Centre so requests. The Head of Centre is entitled to be present and express his opinion at the meetings of the Centre Board, unless otherwise decided by the Centre Board, in a particular case.

5.2.11 The Centre Board is competent to make decisions, if more than half the total number of board members are present. When determining whether the Centre Board is
competent to make decisions, any board member who has a conflict of interest shall not be considered to be present. Decisions may not be made in a matter, unless all board members, as far as may be practicable, have been given the opportunity to participate in the discussion of the matter, and have been given sufficient basis to decide upon the matter.

5.2.12 The opinion that more than half of those present vote for at the meeting shall be considered to be the decision of the Centre Board. Upon an equal number of votes, the Chairman has the casting vote. If the Centre Board is not complete, then those who vote for the decision must nevertheless constitute more than one third of the total number of board members.

5.2.13 Minutes shall be taken at the meetings of the Centre Board. The decisions made by the Centre Board shall be noted in the minutes. The minutes shall be signed by the keeper of the minutes and verified by the Chairman, or by another board member, if the Chairman has kept the minutes. The board members, and the Head of Centre who shall be appointed according to section 5.3, are entitled to have a dissenting opinion noted in the minutes. The Centre Board’s minutes shall be kept in numerical order and stored in a satisfactory manner and in accordance with the Archives Act (1990:782).

5.3 The Head of Centre (or Centre Director)

The Centre shall have a scientific manager called the Head of Centre, who shall lead the activities, both scientifically and operationally, and present reports to the Centre Board. The University shall appoint the Head of Centre after consulting with the other Parties. The Head of Centre may, with the consent of the University, delegate operational duties to an Assistant Head of Centre, who will be appointed in the same way as the Head of Centre.

5.4 Scientific Council

The Centre Board and the Head of Centre shall promote the creation of a Scientific Council, and promote that the Council is able to support the Centre’s scientific operations as appropriate. It is incumbent upon the Head of Centre to convene the Scientific Council when needed, and to lead the Council meetings.

5.5 Administration and Finances

5.5.1 The University hereby undertakes, upon receiving instructions from the Centre Board when applicable, to manage the Centre (including administration and finances, among other things), in so far as it does not rest upon the Centre Board; and in that connection, shall ensure that reports are created and forwarded to the remaining Parties and to VINNOVA. The financial reporting shall take into account the fact that the Centre must provide separate accounting for income and costs.

5.5.2 No Parties shall receive any remuneration for the management of the Centre’s business, but work contribution can constitute Contributions in Kind.
Section 6 – Conflict of Interest Rules

Any Party which is an administrative authority must observe sections 11-12 of the Administrative Law (1986:223) when handling any matters and decisions concerning the Centre. The remaining Parties hereby undertake to apply the basis for these conflict of interest rules, so that all Parties have equal opportunity to participate in attending to matters and decisions regarding the Centre.

Section 7 – Reporting

7.1 Internal Reporting

The Centre Board shall determine a budget prior to each business year. The Centre Board shall also ensure that the budget is sent to all Parties for information. The Centre Board shall distribute interim reports and final reports from all the research projects in the Centre to all Parties, and furthermore ensure that all Parties are kept informed about any circumstances that may significantly delay or obstruct the implementation of the research program.

7.2 External Reporting and Communication Strategy

The Centre Board shall ensure that the adopted communication strategy (present in Appendix 1 (Operational Plan)) is implemented, and that a website is created for the Centre, with links to the Parties and VINNOVA and other financiers.

7.3 Special Reporting to VINNOVA

The University has undertaken, in relation to VINNOVA, to prepare annual reports and a final report for Stage III. The University shall consult with the Head of Centre and the Centre Board in matters concerning the contents and outline of the reports, and shall ensure that completed reports are sent to all Parties for information purposes. The remaining Parties undertake to assist the University so that the reporting obligation can be fulfilled in an adequate manner.

7.4 Independent Publishing Rights for VINNOVA

The Parties hereby give VINNOVA the independent right to publish information and reports about the Centre and its operations, provided that Confidential Information is not divulged, and that VINNOVA assume responsibility for observing the applicable laws and regulations upon publication. VINNOVA also have the right to create links to the Centre’s website on the Internet.

Section 8 – Transparency and Auditing

8.1 Obligation to Disclose
The Centre Board and the Head of Centre shall, if so requested by a Party, provide information about the Centre’s activities, if it is deemed possible without any risk of damage to another Party. If it is not deemed possible to disclose the requested information without risk of damage, the Party which requested the information shall be immediately informed of the same. If any such risk of damage can be eliminated by the Party requesting the information providing a special confidentiality statute in favour of the Party that is in risk of suffering damage, then the Party shall be offered to do so. If such a confidentiality statute is drawn up by the Board and entered into, the information shall be disclosed, unless the information is subject to extended confidentiality as agreed in accordance with Section 14.3, in which case the information shall not be disclosed without the explicit consent from the Party owning the information.

8.2 Transparency in Accounting

All Parties shall always be given the opportunity to view the accounting and other documents concerning the Centre’s activities, either for themselves or through an authorized public accountant, to the extent required in order for the Party to be able to assess the Centre’s (profit centre’s) financial situation and management of funds. If this can take place without any unreasonable costs or inconveniences, the Centre Board and the Head of Centre shall, upon request, assist the Party with any inquiry required for this purpose and provide any necessary copies.

8.3 Transparency Rights for Contributors

The Parties hereby grant VINNOVA the independent right to transparency to the same extent that applies to the Parties, as well as the right to be present during the meetings of the Centre Board. VINNOVA shall receive ongoing notices to attend the Centre Board’s meetings, as well as receive the minutes of the same.

8.4 Audit Rights for Contributors

The Parties hereby grant VINNOVA the independent right to, at their own expense, allow an authorized auditor appointed by VINNOVA to audit the accounting of Centre-related costs and how the Parties have fulfilled their Contributions in kind. VINNOVA also have the independent right to perform a scientific quality audit of the Centre, by means of external experts. As external auditors, these experts are appointed by VINNOVA. They are thus covered by the prohibition in chapter 2, section 1 of the Official Secrets Act (Sw. Offentlighet- och sekretesslag (2009:400)) on disclosing or using confidential information of which they may gain knowledge in the course of their assignment.

Section 9 – The Parties’ Relation to Employees and Other Assistants

9.1 Liability for the Omissions of Employees and Other Assistants
Each Party is liable to the other Parties for their own employees and for consultants, subcontractors and other retained assistants, as well as for themselves. If several Parties engage an assistant according to a Cooperation agreement, they shall be jointly and severally liable for the assistant.

9.2 Obligation to Agree on Assignment

Each Party shall make sure that the Party’s employees and any other assistants retained by the Party that participate in the Centre, shall to the Party in writing assign all of their rights, in Sweden and abroad, to:

- inventions
- plant types
- designs
- circuit patterns
- computer programs, and the economic rights to other craft products

which could become the object of Sole Rights in Sweden or abroad, and “which is a result of the employee’s/assistant’s position or special assignment in the Centre” and has been judged by the Centre Director to be of importance to the Centre. It is hereby noted that the transfer shall include the right for a Party, when applicable, to change and process any copyright-protected works, as well as the right to further reassign the work.

9.3 The University’s Obligation to Make Sure that Agreements on Assignment are Met with Certain Companies

As an authority, the University is prevented from running a commercial business and shall therefore make sure that assignments according to section 9.2, is obtained by a holding company controlled by the University, or another legal entity, provided that the one to whom the assignment is made (the beneficiary) has acceded to this agreement as a Party. This applies in a corresponding manner to foundation universities which have chosen organizationally to separate their commercial operations from education and research. The University shall make sure that the beneficiary accedes to this agreement as a Party. Should the beneficiary not commit to any economic undertakings of its own to the Centre, the beneficiary shall not have the right to participate in the decisions of the Centre with regard to its management or economy. The University warrants that all employees of the University working on projects in the Centre at the time of signature of this agreement have made assignments in accordance with Section 9.2.

9.4 Obligation to Agree Upon Limitations of the Opportunities of Scientific Publication

Each Party is responsible for ensuring that the Party’s employees, and any assistants retained by the Party, who participate in the Centre, make a commitment in favour of all Parties: on one hand not to divulge Confidential Information; and on the other
hand, not to publish or in any other way disclose any Results without previously having provided a draft of their publication to the Head of Centre, to be forwarded to the other Parties whose rights may be affected by any public disclosure. Each Party must, without undue delay and no later than 30 working days, notify whether any impediments exist against the publication of certain information provided.

Impediments to publication only exist if publication would divulge Confidential Information (with the exception of Results, which, for the purpose of this Section 9.4 only shall not be considered as Confidential Information) (except in cases referred to in section 2, paragraph 2 of the Trade Secrets Act (1990:409); or if it would constitute a lack of novelty impediment when applying for the registration of Sole Rights for Results which in part or in full would fall to the Party that is reporting the impediment.

If publication would constitute a lack of novelty impediment, publication may be delayed for a maximum of four months from the date when the draft was reported. Impediments to divulging Confidential Information (with the exception of Results which, for the purpose of this Section 9.4 only shall not be considered as Confidential Information) exist as long as the information has not become available to the public in any other way than through breach of a confidentiality agreement or of the Trade Secrets Act (1990:409).

Section 10 – New Parties

10.1 The Centre Board’s Mandate

The Parties hereby authorize the Centre Board to determine whether a third party shall be allowed to accede to this agreement during Phase II as a new Party; which financial undertakings said acceding Party shall make, and whether said Party shall pay an amount which he would reasonably have contributed with if he had participated in the Centre’s operations from the start. The University has a veto against the Center Board’s decision to allow a third party to accede to this agreement.

10.2 Special Obligation to Inform

The Centre Board shall, without undue delay, inform all Parties if an application has been received from a third party requesting permission to accede to the agreement, and to indicate the identity of said Party. The Centre Board shall determine a reasonable time period for the Parties to present their objections to allowing the third party to accede to the agreement. Should the Centre Board determine that the right to accede exists, any Party who is a competitor of the new Party is entitled to resign from the Centre effective immediately. Said Party shall, in their remarks, give the Centre Board notice of their intention to resign. Any Party who neglects to do this, loses his rights according to this regulation, but retains the right to resign after regular notice of termination according to section 16. A new Party, which after a Centre Board decision is joining the Center during Stage III as described in Section 10.1, shall not have the right to any licences to Background Information with Sole Rights according to Section
11.5 concerning Background Information with Sole Rights owned by a Party resigning from the Centre for the reason that the new Party joins the Centre.

Section 11 – Right to Use Background Information and Results

11.1 Free Information

Background Information which is not connected with Sole Rights, and information other than Results and Background Results, may be used freely.

11.2 Use of Background Information connected with Sole Rights, Results and Background Results

Background Information which a Party holds with Sole Rights is owned by the Party, but may be used free of charge by another Active Party within the same Centre Programme Area for research in the Centre according to the purposes indicated in the Operational Plan (Appendix 1), and during the term of the agreement, unless a conflicting right ensues by law or if the Party who owns the Background Information must establish other terms and conditions for its use, due to said Party’s agreement with a third party or a separate agreement on extended confidentiality has been entered into in accordance with Section 14.3 which limits the knowledge and use of the Background Information to the Parties involved in the project. All Results and Background Results may be used freely by any Party for its own research in the Centre according to the purposes indicated in the Operational Plan (Appendix 1) and during the term of the agreement.

11.3 Separate Results

The Party who developed Separate Results owns the Results.

If the Results are dependent upon Background Information held by another Party with Sole Rights, a license for the Background Information must be obtained. Any Party who has developed Results has the right to request such license according to section 11.5.

11.4 Communal Results

Communal Results may be used by all Active Parties of the specific Centre Programme Area as described in the Programme Area Description. The Active Parties in the relevant Centre Programme Area need to decide which Party (or all) of the Parties that will pay for the patent application and thus be the owner(s) of the patent application. The other Active Parties in the Centre Programme Area may or may not take a license from the owner. An agreement regulating the compensation to the inventor(s) must be made between the Party(ies) becoming the owner of the patent application and the Party(ies) of the inventor(s). In the case of inventors being researchers from KTH, the Party to negotiate such compensation agreements with
shall be KTH Holding. These matters need to be agreed upon before filing the patent application. If the parties cannot come to an agreement, the procedures of Section 24 of this agreement (handling of disputes) shall apply. If no Party wants to pay for the patent application, the right to file a patent goes back to the individual inventors in the Centre.

Decisions regarding other measures for the management of and disposal over the Communal Results, also require the consent of all the Active Parties. However, any measures that cannot bear postponement and which are required in order to protect the Sole Rights to the Communal Results, may be taken by those Active Parties who are not prevented from participating in decisions. Upon disagreements regarding any administrative decisions referred to in this section, a Party is entitled to demand that the joint ownership be dissolved according to section 12.

Despite the provisions of the previous paragraph, any application for registering and procuring the Sole Rights to Communal Results shall be submitted, if so requested by an Active Party. Said request shall be presented to the remaining Active Party. The Active Party who first demands the registration shall, on behalf of the remaining Active Parties, be responsible for the formulation of the registration application. The Active Party shall share all the costs of registration, and for the maintenance of the Sole Rights, in proportion to their share of ownership. Any expenses related to infringement claims or defending against claims of superior rights or invalidity, shall be deemed to be expenses for the maintenance of the Sole Rights.

If any Active Party does not wish to take part of the expenses, he shall notify the other Active Parties of this, and request the dissolution of the right to joint ownership according to the stipulations under section 12. If the expense that an Active Party does not wish to participate in relates to a certain territory, or a separable part of the Sole Rights, the request can be limited to the rights in that specific territory or in a specific part.

11.5 Licensing Rights

(i) For License Rights conditions described in the paragraph 11.5 (iii) of this Agreement to be applicable on Background Information which a Party holds with Sole Rights, or Background Results such Background Information which a Party holds with Sole Rights or Background Results must have been listed in a Centre Programme Area Description (based on a Centre Programme Area Template Form as seen in Appendix 2 of this Agreement) constituting part of the Operational Plan in Appendix 1.

(ii) Background Results considered relevant for a Centre Programme Area or Centre Programme Area subproject to be started shall normally by an owning Party or owning Parties be made available during the term of the agreement for listing under item 8 "Background IPR/material declaration" in a Centre Programme Area Description and thus being included under the Licensing Right conditions of this paragraph 11.5 (iii). However, in situations when the owning Party or Parties choose not to make such
Background Results available for inclusion in a Centre Programme Area Description, such Centre Programme Areas or Centre Programme Area subprojects shall by the Centre Board be considered to have a lower priority relative other Centre Programme Areas or Centre Programme Area subprojects considered for funding.

(iii) Any Party being active within a Centre Programme Area and who has developed Separate Results or, as the case may be, those Parties being active within a Project and who have developed Communal Results, may request during the term of the agreement that another Party grants a license to the Background Information which is connected to Sole Rights, to Background Results or to both, if it is required to be able to use the Results in the Party’s own (or the Parties’ own) operations as well as in the Group companies’ own operations which shall include the right to grant sublicenses to bona fide collaboration partners engaged in research, development and/or production activities with such Party provided that such sublicense shall not give any right for the sublicensee to use the Background Information for other commercialisation purposes.

Beneficiaries according to section 9.3 may request that another Party grants a license to Background Information with Sole Rights, to Background Results or to both, if so required in order to be able to use the Results for licensing. Instead of granting such licenses, the Party may acquire the Results in return for reasonable compensation. The stipulations below regarding reasonable compensation for licenses shall also apply to acquisitions.

Upon requesting a license, the Party shall notify the holder of the Background Information with Sole Rights to Background Results or to both in writing of the Results and the dependency on the Background Information to Background Results or to both. The owner(s) of the Background Information to Background Results or to both has a right to reasonable compensation on non-discriminating terms and/or a counter license to the Results. The right to request a license shall otherwise be deemed to have been waived. The right to compensation shall apply for the period during which the Sole Rights are in force. Any compensation granted for the past, shall accrue with interest according to section 2, paragraph 2, and section 5 of the Interest Rate Law (1975:635), starting from the date on which the use began. The right to compensation which has not been waived shall expire according to section 2 of the Statute of Limitations (1981:130). Should the compensation have become unreasonable due to a change in circumstances, said compensation shall be adjusted. Adjustments shall not be made retroactively.

11.6 Internal Liability for Transfers and Licensing

Any Party who transfers or grants a licence to Background Information, Results or a part thereof to another Party, transfers or grants such rights in its present condition. The Party hereby particularly disclaims from any liability for Sole Rights to the Results being formally kept in force (i.e. that the appropriate registrations of Sole Rights are maintained); or that they remain materially valid (i.e. that the appropriate registrations are not suspended). The Party shall however be deemed to inform the licensee/acquiring Party about any significant and planned changes in their
commitments to maintain the Sole Rights in force and materially valid. The Party hereby further disclaims from any liability for Sole Rights to the Results concerning that the Results can be used industrially, without any risk of personal injury or material damage, without requiring official permits or without any risk that the use of the Results may lead to infringement in the Sole Rights of another Party or third party.

However, the Party shall compensate for any damage that occur as a result of another Party or third party having ownership of, mortgages on or another similar real right to the Results if the transferring/granting Party has acted negligently or otherwise knew or should have known about the fault. The Party shall also be liable for all damage that could have been avoided if he had informed the licensee/acquiring Party that claims on the Results by another Party or third party had been received by said Party.

The circumstances referred to in this disclaimer of liability can always be invoked by a Party who wishes to claim that the promised reasonable compensation has become unreasonable. No Party is obliged to grant compensation for the use of Results once the Sole Rights have expired. However, no claims for the reimbursement of compensation already paid may be presented.

11.7 Limitations of the Agreed Restrictions of Usufruct

Any undertakings that limit the possibilities of using the Background Information and Results shall only apply as long as the Background Information and Results, respectively, are the subject of Sole Rights.

Agreed limitations of usufruct may expire sooner, or become invalid if the market shares of those companies who participate in the development of Results exceeds certain threshold values, or if the agreed limitations, for other reasons, are deemed to give rise to a detrimental limitation of competition.

Section 12 – Dissolution of Communal Ownership

No Party may transfer its share in the Communal Results in any other way than that indicated in this regulation, without the consent of the remaining joint owners. If joint ownership of Communal Results will be dissolved in connection with the termination (liquidation) of this agreement, then the regulations indicated below shall be primarily applied to the sale of assets. Each Party hereby pledges not to file for the appointment of a liquidator by the court, unless the Party can prove that the procedures indicated below are being unreasonably delayed or carried out in such a way that the Party’s rights are being jeopardized. Should conditions for the appointment of a liquidator exist nonetheless, the Parties hereby declare their mutual wish that the court may appoint a liquidator in accordance with the stipulations below, and that said liquidator shall dissolve the joint ownership to Communal Results through an internal auction in the manner indicated below. If the stipulations indicated below are applied due to liquidation, acquisitions or distributions shall be documented in a written instrument, which shall be deemed to be a deed of corporate distribution, where applicable.
The Communal Ownership Act (1904:48 page 1) shall not apply to Communal Results. If the joint owners do not agree on management, such as the need to obtain Sole Rights, maintain Sole Rights or the forms of using the Results, then the joint ownership of the Results, or the portion of the Results to which the disagreement refers, shall be dissolved by being sold at an internal auction.

Any joint owner or owners who wish to dissolve the joint ownership, shall give notice to attend the sale at an internal auction. Said notice shall be sent by registered mail to the joint owners’ last known address. The procedure shall be held in the place where the Centre has its principal operations, no earlier than four weeks and no later than ten weeks from the date of request.

If the call to auction has been received by a joint owner, the auction can be carried out with legally binding effect for him, even if he is absent from the ceremony.

The requesting joint owner shall ensure that – and defray the expense of – the auction is held by a member of the Swedish Bar Association. The auctioneer may not previously have assisted the company or any of the joint owners.

The joint owner or the group of joint owners who offers the highest bid shall purchase the shares owned by the remaining joint owners at the given price. The purchase sum shall be paid within ten days of the concluded auction.

The bidding shall be made by entering the bids in sealed envelopes, which are opened by the auctioneer. All bids may only contain information about the bidding joint owner, and an offer of a one-time lump sum in a specific amount.

If no joint owner offers any bids, the property shall be transferred to one of the joint owners by the drawing of lots.

A circumstance in which one Party acquires all the share portions of Communal Results signifies that the Results shall thereafter be considered Separate Results. The transfer of portions to Communal Results does not affect a Party’s rights to use the Results according to sections 11.2–11.3, paragraph 1, unless otherwise agreed between the Parties concerned.

**Section 13 – Use of Party’s Name or Distinctive Marks**

No Party may use the distinctive industry or product marks of another Party without prior consent. However, the Parties may use each others names for reporting and information purposes. The Parties hereby grant VINNOVA the corresponding right to use their names.

**Section 14 – Confidentiality**

14.1 Disclosure required by law
This agreement will not be deemed to restrict either Party from complying with a request, a lawfully issued governmental or court order that obligates a Party to disclose Confidential Information, or from complying with a request to disclose Confidential Information in accordance with the principle of public access to official records (Sw. offentlighetsprincipen). Any disclosure shall however be restricted to what is legally required and the Party receiving Confidential Information shall inform the Party disclosing Confidential Information of any such request.

14.2 Confidentiality in the Relationship Between Separate Parties

Any and all information that is provided or communicated by a Party to another within the framework of this agreement, whether within a research project/program or otherwise, clearly identified or marked as being confidential at the moment of disclosure, and any and all information related to Background Information, Background Results and Results shall be considered as “Confidential Information” under this agreement.

No Party may divulge Confidential Information which he has received from another Party to a third party without first having obtained written permission from the other Party unless withholding requested information violates Swedish law.

It is incumbent upon the recipient to take reasonable actions in order to ensure that Confidential Information is protected from unauthorized access. The recipient shall therefore apply at least the same level of prudence as when protecting its own Confidential Information.

Any Party who divulges verbal information shall document the information in writing in a summary, and forward it to the recipient no later than within fourteen working days, in order for the information to be deemed Confidential Information. The written summary shall contain a reminder of the fact that confidentiality shall apply according to this agreement.

Confidential Information does not include information which the recipient had knowledge of without a confidentiality obligation when the Party communicated it. In case of a dispute between the Parties regarding such knowledge, the receiving Party shall have the burden of proof of his knowledge and right of dissemination.

Information which has been deemed to be Confidential Information shall not enjoy protection under this agreement, if the information has become available to the public in any other way than by means of a violation of this agreement.

The same shall apply for information which the receiving Party can prove that he has developed himself independently of the information provider; or which he can prove that he has rightfully received from a third party not having any obligation of confidentiality in relation to said disclosing Party in respect of such information.
The undertakings in this section 14.2 shall apply as long as the divulging or use of the Confidential Information with a reasonable foreshight can be expected to lead to damage to the Party providing the information from a competitive point of view. However, the undertakings in this section 14.2 shall not apply for longer than ten (10) years after the Confidential Information was first disclosed under this agreement.

14.3 Extended confidentiality in certain cases

In certain projects an extended and more comprehensive confidentiality is called for. Subject to the unanimous approval of the General Meeting of the Parties, the Parties shall be entitled to introduce Background Information to the project without disclosing it or sharing it with the Parties not participating in the project. The Party or Parties requesting the extended confidentiality on Background Information shall, before a decision is made, present the reasons for extended confidentiality to the General Meeting of the Parties, without disclosing the Confidential Information as such. Each request shall be handled and decided on separately, even if it is presented by the same Party and/or the same project.

Section 15 – Term of the Agreement

This Agreement shall have retroactive effect as of 1 April 2012 and shall terminate at the conclusion of Stage III. Any funds provided by a Party to the Centre but which have not been expended at the conclusion of Stage III, shall be reimbursed to the Parties in proportion to the fulfilment of their cash contributions. There shall be no compensation for the value of fulfilled Contributions in Kind. The regulations in chapter 2, section 13, paragraph 1 in the Act on Partnerships and Non-registered Partnership Act (1980:1102) shall not apply.

The Parties agree that in case the need to dissolve the joint ownership of Communal Results should arise in connection with the termination of this agreement (liquidation), the stipulations in section 12 above shall apply with preference over the regulations regarding liquidation in the Act on Partnerships and Non-registered Partnerships (1980:1102). The Parties further agree that, where applicable, assets may be distributed prior to the payment of all known liabilities.

The final report on the business, which the University must prepare according to the financing terms and conditions, shall be remitted to all the remaining Parties for comments, and then forwarded to the same in its final state.

Section 16 – Premature Resignation

All Parties may prematurely resign from this agreement giving three months notice of termination. It is incumbent upon the Party to fulfil all his undertakings during the period of notice of termination; and the economic undertakings shall be fulfilled to the extent that they accrue during the termination period.
Any Contributions in Kind which should have been fulfilled in part or in full prior to the resignation, shall instead be fulfilled through payment of the equivalent value in cash, unless otherwise decided by the Centre Board. Contributions in kind that accrue for the time after the resignation, or which exceed the promised Contributions in Kind, shall not cause a reduction of the monetary contribution.

Parties may not demand that the agreement be terminated in advance by invoking significant grounds according to chapter 2, section 25 of the Act on Partnerships and Non-registered Partnerships (1980:1102), but are instead permitted to request premature resignation.

Special entitlement to immediate resignation ensues according to section 10.2.

The Centre shall continue its operations with the remaining Parties notwithstanding the resignation of a Party from the agreement.

Any Party who prematurely resigns from the agreement shall retain all usufruct to the Results which have arisen prior to the resignation (including the right to license).

**Section 17 – Exclusion of a Party**

The General Meeting of the Parties may, with a simple majority, decide upon the exclusion of a Party, if the Party substantially neglects his obligations according to this agreement, becomes insolvent, or cancels his payments, or if any other significant grounds exist for the same.

The regulations stipulated in section 16 shall still apply to Parties who are excluded.

**Section 18 – Bankruptcy of a Party**

Should a Party be declared bankrupt, the General Meeting of Parties may decide, with a simple majority, to exclude the Party’s bankruptcy estate from the Centre, which shall continue its business with the remaining Parties. The Party’s bankruptcy estate may in some cases request redemption charges and demand security according to the stipulations in chapter 2, section 30 of the Act on Partnerships and Non-registered Partnerships.

**Section 19 – Premature Termination of the Agreement**

The General Meeting of the Parties may decide upon the premature termination of agreement. The decision must be unanimous.

The regulations stipulated in section 15, paragraph 3 above shall be applied correspondingly upon premature termination.
In addition thereto, the following shall apply:

The University is entitled to receive compensation from the remaining Parties for reasonable winding-down expenses. The Parties’ obligation to compensate is divided up in proportion to the agreed cash contribution. However, the right to compensation shall not exist if the reason for the premature termination is attributable to a breach of the agreement on behalf of the University. According to this stipulation, no Party can ever be liable to compensate more than the equivalent amount of their total cash contribution undertaking.

It is incumbent upon the Centre Board to create a winding-down plan before a decision can be made regarding premature termination.

**Section 20 – Prohibition Against the Assignation of Rights etc.**

With the exception of the stipulation in section 11 above, a Party may not assign, pledge or in any similar way concede the real right to a right according to this agreement, unless the consent in writing of all the other Parties has been obtained. Nor may the Parties place someone else in their stead without such consent.

**Section 21 – Breach of Agreement**

Any Party who breaches this agreement shall, upon request of the injured Party, be required to rectify and fulfil his obligations, if such fulfilment can reasonably be demanded.

Any Party who intentionally or by negligence causes substantial damage to another Party by breaching this agreement, shall compensate the loss. The loss shall be deemed to amount to SEK 100,000, unless the Party suffering the loss can prove that the loss exceeds this amount, or if the breaching Party can prove that the loss is less.

Breach of agreement cannot be invoked unless notice about the breach has been sent to the party in breach within reasonable time after it was discovered or should have been discovered (complaints). However, breach of agreement may be invoked even if no complaint has been filed, if the violating Party has acted with gross negligence or in violation of good faith and honour.

If several Parties have been affected jointly by the breach of agreement, then demands for fulfilment or rectification may be presented jointly by the Parties, or by the Centre Board. Each injured Party is entitled, by the remaining Parties, to file a complaint on behalf of all the injured Parties. Each injured Party may file claims for damages.

Regulations regarding to the exclusion of a Party due to breach of agreement etc. can be found in section 17 above.

**Section 22 – Subsequent Effects of the Agreement**
The stipulations in section 7.3, 11.3–6 and sections 12, 13, 14, 21, 23 and 24 shall continue to apply as long as they have practical meaning, notwithstanding that the term of the agreement has expired or that the agreement has been prematurely terminated. These regulations shall also continue to apply with regard to Parties who have prematurely resigned or have been excluded from the agreement. Such Parties are also required to allow the remaining Parties to continue to use their Background Information according to section 11.2 during the remaining term of the agreement, unless the resignation is in accordance with section 10.2.

Section 23 – Other Regulations

23.1 Messages and Notification

Wherever this agreement stipulates that messages and notifications shall be made in writing, then messages sent and received in good order via fax or e-mail to appointed contact persons for legal affairs matters shall be considered written messages. Messages to a Party with regard to the Party’s breach of agreement may be invoked even if they are delayed, distorted or have not been received by the recipient, provided that the message has been sent in an appropriate manner. The forwarding of other messages shall take place at the risk of the sender.

23.2 Amendments and Additions

Any amendments and additions to this agreement shall be made in the manner stipulated in section 5.1.

Section 24 - Disputes

The Parties hereby undertake to try to resolve disputes related to this agreement through negotiations, and undertake not to initiate any legal actions without the consent of the opposing Party or Parties, without first having complied with the procedures indicated below. Notwithstanding the above, Parties may apply for interim measures in order to prevent or limit damages.

If a conflict of opinion should occur which cannot be resolved within ten working days by persons at an operative level of the Parties involved, an affected Party may request the other Parties that negotiations be initiated between persons from the affected Parties’ executive management or the equivalent.

Should these people fail to find a negotiated solution within 20 working days (or within any other time frame that they agree-upon in writing), each of the affected Parties may request that mediation be initiated.

Should the Parties involved not agree upon a mediator, then an arbitrator shall be appointed by the Arbitration Institute of the Stockholm Chamber of Commerce, and
said institute shall also administer the arbitration. The WIPO Mediation Rules shall apply during arbitration. However, sections 4–9, 13 and 14 as well as the regulations regarding the arbitration costs in the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce, shall apply instead of articles 3-8 and 21–23 of the WIPO Mediation Rules.

Should the arbitration not lead to a solution within 60 working days from the date an arbitrator was appointed, or within the longer time frame agreed-upon in writing by the Parties, then a Party may initiate legal action. The District Court of Stockholm (Stockholms tingsrätt) shall be the sole competent authority to try any disputes with regard to this agreement in the first instance.

All Parties shall continue to fulfil their obligations throughout the term of the agreement, even if a Party considers that another Party has committed a breach of agreement, unless the Centre Board decides otherwise in order to avert the risk of damage.

**Appendices**

The following appendices form an integrated part of this agreement:

- Operational Plan: Appendix 1
- Centre Programme Area Description Template Form: Appendix 2
This agreement shall enter into effect once it has been signed by all Parties involved, and VINNOVA has made a financing decision. This agreement has been drawn up in one original copy, which shall be kept in safe custody by the University. The remaining Parties and VINNOVA shall receive a certified copy of the agreement.

Place and Date: Stockholm 2012-06-28

For KTH Royal Institute of Technology:

Name

Clarification
Place and Date: Stockholm 2012 06 04

For KTH Holding AB:

John E. ..........................................................  LISA ERISSON ..........................................................  
Name  Clarification

- Page 27 -
Place and Date:

For Affibody AB:

[Signature]

Name

[Signature]

Clarification
Place and Date:

For AstraZeneca AB:

[Signature]

Name

[Signature]

Clarification
Place and Date: Stockholm
2012-06-08

For Atlas Antibodies AB:

[Signature]

Hanne Hansson, CEO

Name

Clarification
Place and Date:

For BioInvent International AB:

[Signature]

Name

SVEIN MATHISEN
President and CEO

Clarification
Place and Date: Uppsala June 29, 2012

For GE Healthcare Bio-Sciences AB:

Laith Najjar

Name

Clarification

Laith Ljungqvist

- Page 32 -
Place and Date:

Dund 15 June 2012

For Genovis AB:

\[\text{Name}\]

\[\text{Clarification}\]

\[\text{Sarah Fredriksson (CEO)}\]
Place and Date:

Uppsala 2012-06-18

For Gyros AB:

Jon-Sverre Schanche

Name

CTO & VP Technical Affairs

Clarification
Place and Date:

For Mabtech AB:

[Signature]

Niklas Phlborg

Name Clarification
Place and Date:

For Novozymes A/S:

TORBEN V. BORCHERT
Protein optimization
1U1.23, Novozymes
DK-2880 Bagsvaerd

Name

Clarification
Place and Date: Uppsala 46-2012

For Olink AB:

[Signature]

Name

[Signature]

Clarification
Place and Date:

Uppsala June 17, 2012

For ThermoFisher Scientific (Phadia AB):

[Signature]

Name

Per Hafsson (CTO)

Clarification

Phadia AB
Rapsgatan 7P
P.O. Box 8460
751 37 Uppsala, Sweden
Place and Date: STOCKHOLM, 2012-06-20

For Swedish Orphan Biovitrum AB:

Name

Clarification