

Research & Development FRAMEWORK AGREEMENT

between

Stichting EnAccess

and

[]

R&D FRAMEWORK AGREEMENT

THIS AGREEMENT is made the [] day of [], [].

BETWEEN

Stichting EnAccess registered at the Amsterdam Chamber of Commerce with number 69412626, legally represented by [], member of its Managing Board, having its registered seat in, and its place of business at Westerstraat 264-1, 1015 MT, Amsterdam, the Netherlands, hereinafter referred to as “**ENACCESS**”

AND

[] legally represented by [], member of its Managing Board, having its registered seat in, and its place of business at [], hereinafter referred to as “**ORGANISATION**”

WHEREAS:

- A. ENACCESS wishes to engage ORGANISATION, and ORGANISATION is willing, to undertake research and development activities.
- B. The Parties have agreed on the terms and conditions under which ORGANISATION will conduct the research development activities and wish to record their agreement in writing.

THE PARTIES AGREE:

1. DEFINITION AND INTERPRETATION

1.1 Definitions

In this Agreement:

“**Affiliate**” means, in respect of a Party, any entity, which from time to time, directly or indirectly controls, or is controlled by, such first entity; and

For the purpose of this paragraph:

- (a) an entity directly controls another entity if it owns fifty per cent or more of the voting rights attached to the issued share capital of the other entity; and
- (b) an entity indirectly controls another entity if a series of entities can be specified, beginning with the first entity and ending with the other entity, so related that each entity of the series (except the ultimate controlling entity) is directly controlled by one or more of the entities earlier in the series;

“**Anonymity Decision Point**” means the date upon which the final project phase is delivered, as further set out in Schedules 1 and 2.

“Confidential Information” in respect of a Party means the R&D Fee and all proprietary information, listed in Schedule 3 hereto and submitted or disclosed by one Party to the other Party at any time in connection with the subject matter of this agreement but does not include information which:

- (c) is in or becomes part of the public domain otherwise than as a result of a breach of the terms of this agreement or any other obligations of confidentiality owed by a Party;
- (d) prior to disclosure by a Party was lawfully known to the other Party and in respect of which the other Party is not bound by any other obligations of confidentiality; or
- (e) is required by law to be disclosed.

“Event of Insolvency” means if any one or more of the following events occurs:

- (f) a Party disposes of the whole or any part of its assets, operations or business other than in the ordinary course of business;
- (g) a Party ceases to carry on business;
- (h) a Party ceases to be able to pay its debts as they become due;
- (i) a Party, being a company, has steps taken to appoint a liquidator, receiver, manager, controller or administrator over the Party or any part of its undertaking, property or assets; or
- (j) a Party, being an individual, enters into a scheme of arrangement with creditors, commits an act of bankruptcy or becomes a bankrupt, or become incapable of managing the Party’s own affairs.

“Intellectual Property” means all intellectual and industrial property rights and includes any patent, design, copyright, trademark, plant breeders rights, technology, know-how, Confidential Information and all other intellectual property as defined in Article 2 of the convention of 1967 establishing the World Intellectual Property Organisation.

“Members” means any party which has, together with ENACCESS, entered into an R&D Framework agreement, materially the same to this Agreement.

“Party” means either ORGANISATION or ENACCESS as the case may be and **“Parties”** means both of them.

“R&D Activities” means the research and development activities to be provided by ORGANISATION and further described in Schedules 1 and 2.

“R&D Fee” means the fee to be paid by ENACCESS to ORGANISATION in consideration of the R&D Activities, as described in the Schedule 1.

“Schedule” means a schedule to this Agreement.

1.2 Interpretation

In this Agreement:

- (a) words in the singular include the plural and words in the plural include the singular;
- (b) “\$” or “Dollars” is a reference to the lawful currency of the United States of America;
- (c) clause headings are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer.

2. TERM

This Agreement will commence on the date specified in Schedule 1 and will continue for the period stated in Schedule 1 or until otherwise terminated under this Agreement, whichever is earlier. The term of the Agreement may be extended by mutual agreement in writing only.

3. RESPONSIBILITIES OF ORGANISATION

ORGANISATION will undertake and provide the R&D Activities as set out in the Schedule 2 in accordance with generally accepted professional, scientific and ethical principles and standards.

4. RESPONSIBILITIES OF ORGANISATION

- 4.1 ENACCESS will pay ORGANISATION the R&D Fee on the dates and in the manner set out in Schedule 1 within 30 days of receipt of a valid tax invoice from ORGANISATION.
- 4.2 If value added tax or any similar tax or duty (“VAT”) is payable in connection with the supply of the R&D Activities, ENACCESS must pay to ORGANISATION the amount of any VAT at the time that the relevant R&D Fee is payable.

5. INTELLECTUAL PROPERTY

- 5.1 All rights in any pre-existing or independently developed Intellectual Property of a Party which is used in the provision of the R&D Activities will remain the property of that Party.
- 5.2 Intellectual Property first created or developed in the course of the R&D Activities shall be owned by ORGANISATION.
- 5.3 ORGANISATION hereby grants ENACCESS, its Affiliates, a perpetual, royalty-free, non-exclusive open source licence to commercially use (i) the Intellectual Property developed in the course of the R&D Activities and (ii) any of ORGANISATION’s pre-existing Intellectual Property necessary in order to use the Intellectual Property identified in the preceding part (i). The license granted, pursuant to part (ii) in the preceding sentence, does not include items listed as “excluded pre-existing Intellectual Property” in Schedule 3.

- 5.4 The licence granted in clause 5.3 shall be sub-licensable by ENACCESS to any and all of its Members and to any recipient as determined by ENACCESS at its sole discretion, including the public. The aforementioned sub-licenses shall be based upon the free content licenses as can be found on https://en.wikipedia.org/wiki/List_of_free_content_licenses and on https://en.wikipedia.org/wiki/Comparison_of_free_and_open-source_software_licenses for software content as amended from time to time.

6. PUBLICATION

Each Party will have the right to publish and disclose information relating to or arising out of the R&D Activities subject to the prior written consent of the other Party which will not be unreasonably withheld or delayed.

Notwithstanding the foregoing, each Party shall have the right to seek the removal or amendment of references to itself when this Agreement or R&D Activities falling hereunder are to be presented to the public. However, in the absence of an explicit written communication to the contrary prior to, and including, the Anonymity Decision Point, each Party shall be deemed to have waived its right to not have their name associated to the R&D Activities, including the licenses and sublicenses which are granted pursuant to this Agreement.

7. TERMINATION

Either Party may terminate this Agreement by written notice if:

- (a) the other Party is in material breach of its obligations under this Agreement and has failed to rectify the breach within thirty (30) days of receipt of notice of the breach from the other Party; or
- (b) an Event of Insolvency occurs in respect of the other Party.

8. CONFIDENTIALITY

Confidential Information of a Party is not permitted to be:

- (a) disclosed to any third Party without prior written approval of the other Party; or
- (b) used by the recipient Party for any purpose other than the performance of this Agreement.

9. INDEMNITY

- 9.1 The indemnity in clause 9.2 is given by each Party to the other of them.
- 9.2 A Party (the “**Indemnifying Party**”) indemnifies and will keep indemnified the other Party (the “**Indemnified Party**”) and its officers, employees, agents, sub-contractors and consultants from and against all actions, claims, proceedings or demands (including those brought by third Parties) which may be brought against it or them, whether on their own or jointly with the Indemnifying Party in respect of any loss, death, injury, illness, damages, costs

or expenses (but excluding consequential financial loss) where caused by any unlawful or negligent act or omission of the Indemnifying Party, its officers, employees, agents, sub-contractors or consultants arising under this agreement.

10. FORCE MAJEURE

If by reason of any unforeseen fact, circumstance, matter or thing beyond the reasonable control of a Party ("**Force Majeure Event**"), it is unable to perform in whole or in part any obligation under this Agreement that Party will inform the other Party immediately and shall be relieved of that obligation under this Agreement to the extent and for the period that it is so unable to perform, for a maximum period of 3 months from the date of occurrence of the force majeure event. A Force Majeure Event shall not include the obligation to pay monies under this Agreement.

11. NEGATION OF EMPLOYMENT, PARTNERSHIP AND AGENCY

Neither Party shall be, or represent itself to be, by virtue of this Agreement an employee, partner or agent of the other Party.

12. ENTIRE AGREEMENT

This Agreement includes all the terms binding between the Parties in connection with this Agreement and replaces all previous representations or proposals between the Parties.

13. VARIATION AND WAIVER

A provision of or a right created by this Agreement cannot be waived except in writing signed by the Party granting the waiver. The terms and conditions of this Agreement may be varied only by agreement in writing between the Parties.

14. ASSIGNMENT

Neither Party shall assign or novate any right or obligation under the Agreement without the prior written consent of the other Party.

15. ANTI-BRIBERY and EXPORT CONTROL

The ORGANISATION represents and warrants that it will fulfill its obligations under this Agreement is strict compliance with applicable export control laws and regulations in effect from time to time while this Agreement is in effect.

The ORGANISATION represents and warrants that it has not engaged in and shall refrain from offering, promising, paying, giving, authorizing the paying or giving of, soliciting, or accepting money or anything of value, directly or indirectly, to or from (a) any government official to (i) influence any act or decision of a government official in his or her official capacity, (ii) induce a government official to use his or her influence with a government or instrumentality thereof, or (iii) otherwise secure any improper advantage; or (b) any person in any manner that would constitute bribery or an illegal kickback, an

illegal campaign contribution, or would otherwise violate applicable anti-corruption or political activities law.

16. GOVERNING LAW

This Agreement is governed by and shall be interpreted in accordance with the laws of England and the Parties submit to the exclusive jurisdiction of the courts of in London, England.

17. SURVIVAL

The operation of clauses 5, 6, 8 and 9 survive the expiration or earlier termination of this Agreement.

18. COUNTERPARTS

This Agreement can be executed (i) by way of electronic signatures (HelloSign), and (ii) in a number of counterparts. The counterparts taken together will be deemed to constitute the one and the same document.

19. SIGNATORIES

The signatories to this Agreement warrant that they have the authority to enter into this agreement on behalf of the Party they are stated to represent.

20. NOTICES

Any notice or other communication made pursuant to this Agreement:

- (a) must be in writing addressed as shown in the Schedule or to any other address specified by any Party to the sender by notice;
- (b) must be signed by an officer of the sender;
- (c) is deemed to be given by the sender and received by the addressee;
 - (i) if by delivery in person, when delivered to the addressee;
 - (ii) if by post, three (3) business days from and including the date of postage and on delivery to the addressee;
 - (iii) if by e-mail transmission, when reception is confirmed by the addressee by way of an e-mail response.

EXECUTED by Stichting EnAccess

Signed by

Name: _____

Title: _____

Date: _____

EXECUTED by []

Signed by

Name: _____

Title: _____

Date: _____

SCHEDULE 1

R&D TERMS

ENACCESS Name: Stichting EnAccess

ENACCESS Address: Westerstraat 264-1
1015 MT, Amsterdam
the Netherlands

R&D Activities: See Schedule 2

R&D Fee: []

Any and all banking fees, including costs associated with currency exchange from \$ into another currency will be for the account of the ORGANISATION.

Payable as follows: []% of R&D Fee upon completion of Milestone 1, as further described in Schedule 2

[]% of R&D Fee upon completion of Milestone 2, as further described in Schedule 2

[]% of R&D upon completion of Milestone 3, as further described in Schedule 2

[]% of R&D Fee upon final delivery of Milestone 4, as further described in Schedule 2.

Commencement Date: The date of signing this Agreement

Term: [] months commencing from the signing of this Agreement.

Address for Notices: If to ORGANISATION:

[]

Telephone: []

E-mail: []

If to ENACCESS:

Westerstraat 264-1
1015 MT, Amsterdam
the Netherlands

Telephone: +1 347 580 9267

E-mail: info@enaccess.org

SCHEDULE 2

PROJECT MEMO

SCHEDULE 3

CONFIDENTIAL INFORMATION

- The R&D Fee
- []
- []