ANNEX B

JOINT COOPERATION AGREEMENT — DRAFT EXAMPLE

DESIGNATION OF THE PARTIES

Identify all the participating parties and their official representatives.

PREAMBLE

Describe the context of the cooperation, its objectives and scope.

Define the purposes of the cooperation agreement (i.e. to specify the relationship among the parties, in particular concerning the organization of the work between the parties, the management of the Bi-lateral project and the rights and obligations of the parties, liability, intellectual property rights and dispute resolution).

ARTICLE 1 - DEFINITIONS

Define the key legal and technical terminology in order to avoid misunderstanding.

ARTICLE 2 - IMPLEMENTATION OF THE BI-LATERAL PROJECT

Describe the project in general terms and refer to technical annex for details, including work packages, allocation of tasks, milestones and planning of the Bi-lateral project.

Define the foreseen achievements in terms of deliverables if applicable.

Describe the technical responsibility and contribution (personnel, facilities, equipment, materials, etc.) of each party in the implementation of the B i-lateral project.

Indicate how much and what kind of assistance parties are obligated to give to each other in order to secure the proper execution of the B i-lateral project.

Determine reports (financial, technical...) to be submitted and timetable.

ARTICLE 3 - PROJECT MANAGEMENT

Define the roles and responsibilities of each party from an Administrative, Legal, Financial and Technical point of view? Specify the additional duties of the leading party.

Define the internal organization of the cooperative effort (e.g. management bodies, committees and/or working groups, communication between the parties, prior notification, etc.).

Describe the different bodies: role and internal rules (i.e. how are the members appointed? How are decisions taken? How many and when meetings will be organized?)

Define the procedures set up to monitor and follow up the Bi-lateral project from a scientific, technical and financial point of views.

Describe procedures in case of additional tasks or review of the initial work plan.

Determine conditions under which existing parties may withdraw from the Bi-lateral project, or reduce or increase their contribution.

Indicate to which extent subcontracting is possible.

Define conditions under which additional parties may join the Bi-lateral project.

ARTICLE 4 - FINANCIAL ISSUES

Indicate the global budget of the Bi-lateral project and the planning of expenses for each participant.

If the planning is not observed, how and to which extent the schedule and budget may be adjusted?

Indicate any National requirements (e.g. financial reports).

ARTICLE 5 - INTELLECTUAL PROPERTY RIGHTS

5.1 OWNERSHIP

Define how the property of the project's results will be allocated between the parties.

Describe how joint ownership will be managed.

Define conditions under which property of pre-existing know-how and project results may be transferred between the parties and towards third parties (notably affiliated entities).

5.2 PROTECTION OF THE PRE-EXISTING KNOW-HOW AND PROJECT RESULTS

Indicate how the project's results will be protected (type of protection, duration, etc.).

5.3 ACCESS RIGHTS TO AND EXPLOITATION OF PRE-EXISTING KNOW-HOW AND PROJECT RESULTS

Determine which and how pre-existing know-how (protected or not) has to be exchanged for the proper execution of the Bi-lateral project.

Define the access rights (including financial conditions, if any) to be granted to use the pre-existing know-how and project results (protected or not) during the implementation of the Bi-lateral project.

Define the access rights (including financial conditions, if any) to be granted for exploitation of project's results.

Determine if and to which extent exclusive license may be granted between the parties and towards third parties.

May sub-licenses be granted?

Indicate whether access rights to third parties or affiliates are possible.

Indicate how the parties will exploit the project results, i.e. jointly or separately.

Indicate conditions for exploitation by third parties.

Define potential royalties, or least principles, for agreeing on potential royalties.

ARTICLE 6 - CONFIDENTIALITY

Indicate to what extent information disclosed during the Bi-lateral project has to be considered as confidential.

Stipulate which type of documents should be stamped and treated as "confidential" and the eventual exceptions.

ARTICLE 7 - PUBLICATIONS

Define to which extent publications of the project results are allowed and under which conditions.

ARTICLE 8 - LIABILITY

Indicate to what extent a party causing damages or injury to another party or to goods or persons will be held liable.

Define possible actions and financial penalties in case of damage or injury, including

in case of withdrawal, fault or dismiss from one of the participating companies.

Define actions, solutions, penalties in case of bankruptcy.

Provide for actions and remedies in case of *force majeure*.

ARTICLE 9 - FINAL CLAUSES

9.1 EFFECTIVE AND END DATE

Define when the cooperation agreement becomes effective and terminates.

9.2 TERMINATION

Determine the termination clauses and the consequences of the withdrawal of one (1) or more parties, particularly in terms of communication, ownership and exploitation of the project's results.

9.3 LANGUAGE

Define the language in which the cooperation agreement is drafted, as well as worked in.

9.4 GOVERNING LAW AND COMPETENT COURT

Provide for a governing law of the cooperation agreement.

Decide and organize which the dispute resolution methods in case of internal conflict of a competent court or alternative dispute resolution systems, like mediation, conciliation or arbitration.