Collaboration Agreement

Between

McMaster University  
1280 Main Street West, Hamilton, Ontario, Canada

– hereinafter referred to as "McMaster University" –

And

Fraunhofer-Gesellschaft zur Förderung der angewandten Forschung e. V.,  
Hansastraße 27 c, 80686 Munich, Federal Republic of Germany

– hereinafter referred to as "FhG" –

as legal entity of its

Fraunhofer-Institute for Cell Therapy und Immunology,  
Perlickstr. 1, 04103 Leipzig, Federal Republic of Germany

– hereinafter referred to as "IZI" –

Individually a “Party” and collectively the “Parties"
Preamble

McMaster University has become one of Canada's top research-intensive universities. In the past decade, the Faculty of Health Sciences has climbed from 10th to 2nd in Canada for biomedical and health care research revenue among university faculties of medicine. In partnership with hospitals, government bodies and private enterprise, the Faculty's research spans the spectrum from curiosity-driven basic science in the laboratory to clinical research at the bedside and in the community, to studies analyzing the efficacy and cost-effectiveness of particular therapies and the efficiency of health care delivery.

Drawing on the strong research productivity and impact of the Faculty of Health Sciences and the Faculty of Engineering (McMaster School for Biomedical Engineering), McMaster University pursues cutting-edge research in biomedical engineering and in particular in biomaterials and tissue engineering, biomedical imaging, medical robotics, biophotonics, biomedical technology and bioprocessing.

Fraunhofer is Europe's largest research institution for applied research with more than 22,000 employees and 60 institutes. Fundamental objectives and tasks of Fraunhofer through its research activities are to achieve excellent scientific results directly capable of technology transfer to industry.

The Fraunhofer Institute for Cell Therapy and Immunology IZI investigates and develops solutions to specific problems at the interfaces of medicine, life sciences and engineering for partners active in medicine-related industries and businesses. The Fraunhofer IZI offers research and development services in the Business Units Drugs, Cell Therapy, Diagnostics and Biobanks. Fraunhofer IZI's core competencies are to be found in regenerative medicine, or more precisely in cell-therapeutic methods of regenerating non-functioning tissue and organs through to the biological substitution with tissue cultivated in vitro (tissue engineering).

To its clients and partners from the pharmaceutical, biotechnological and medical technology industry, diagnostic laboratories, clinical units and research facilities, Fraunhofer IZI offers complete solutions ranging from market studies right down to the development of a market-ready product and its marketing authorization.

McMaster University and the FhG/IZI wish to cooperate closer with each other and to jointly engage in biomedical research and development, in particular focusing on drugs, vaccines, medical devices, diagnostics and on other areas.

Through this cooperation, the Parties intend to build up a long-lasting research alliance between themselves bringing together their complementary competences and using synergies on both sides in fundamental research on the one hand and applied research...
and development on the other hand. The aim of their research alliance is for the Parties to jointly carry out research at a high level of excellence in such fields and with such objectives they would not achieve without each other’s expertise and to jointly achieve the transfer of their joint research results into practical applications for industry. A further objective of the collaboration is to foster scientific exchange between research staff of both Parties.

The purpose of this agreement is to set up a framework for the Parties' collaboration activities and the building up of their research alliance, which the Parties will, in a first phase, implement by joint research projects supported by internal funding or public research funding, thus focussing their research capacities towards achieving excellent scientific results with a high potential for technology transfer to industry. In parallel and in a long term perspective, the Parties intend to develop a joint strategy for commercialisation and dissemination of their results as well as for acquisition of third-party funded research projects in order to further deepen and extend their jointly acquired knowledge.

This being said, the parties agree as follows:

1. Purpose of the Agreement

1.1. McMaster University and the FhG/IZI, both being research institutions engaged in biomedical research and development focusing in particular on drugs, vaccines, medical devices, diagnostics, wish to engage in collaborative, scientific research mutually agreeable to the parties in particular, but without being limited to the following, in the fields of:

   a. Development of immunotherapies for oncology;
   b. Flavivirus diagnostics; and
   c. Novel antimicrobials.

"Collaboration" when used in this Agreement means the program of collaborative research according to Section 2.2 of this Agreement and other projects in accordance with Section 2.3 of this Agreement undertaken by McMaster University and the FhG/IZI in accordance with the terms of this Agreement.

1.2. The Parties acknowledge and agree that the co-operation is intended to be carried out, on the part of the University, in particular through its Faculty of Health Sciences and its biomedical research groups in the Faculty of Engineering, on the one hand, and Fraunhofer through its research institute Fraunhofer IZI, and that - subject to any other express agreement by the Parties to the contrary - nothing in this
Agreement is intended to bind or commit the University or Fraunhofer in respect of their staff, activities or facilities outside the respective above mentioned organisation units.

1.3. Whenever more than the exchange of technical information or short exchange visits of individuals are planned to take place and in particular in the case of joint research projects, separate arrangements and contracts (hereafter named "Separate Agreements") may be concluded between the University and Fraunhofer, covering specific fields of collaboration, the treatment of intellectual property, licensing and details of financing, obligation of confidentiality, applicable law and other undertakings, obligations, or conditions as deemed appropriate to the cooperation activity concerned.

2. Description of Collaboration.

2.1 Collaboration Committee.
The "Collaboration Committee" shall be composed of (a) Prof. Dr. Jonathan Bramson for the McMaster University and (b) of the Director of the Fraunhofer Institute IZI. The Collaboration Committee shall be responsible for general technical and commercial oversight and management of the collaboration including, but not limited to, reviewing any proposals for collaboration project, and working with the parties to develop specific project plans for such projects. The Collaboration Committee may delegate authority for management of specific projects to other individuals or Committee at its discretion. During the first year of the Agreement, the chairman of the Collaboration Committee shall be Prof. Jonathan Bramson, as appointed by McMaster University; the chairman for the second year shall be appointed by FhG/IZI. The Collaboration Committee will determine the chairmanship for subsequent years. Neither McMaster University or FhG/IZI nor the Collaboration Committee shall be entitled to act or to make legally binding declarations on behalf of the other party resp. McMaster University or FhG/IZI.

2.2 Description of Projects.
Both parties agree to collaborate on 4 categories of work during the collaboration period. The 4 projects will commence in 2013:

a. Development of immunotherapies for cancer;
b. Flavivirus diagnostics; and
c. Novel antimicrobials.
d. Application and development of novel sensor techniques/diagnostics

In order to enhance these activities, the Parties agree to continuously exchange information on topics which are relevant for their collaboration and to define key
project topics of common interest. They shall use their reasonable endeavours to acquire joint projects and to commercialize the joint results generated within their collaboration, where appropriate and as provided below.

2.3 Other Projects.
The parties agree to consider other activities to be agreed upon separately during the Collaboration including the following:

a. Workshops and symposia on topics, related to the projects discussed in section 2.2.
b. Training programs when required by both parties in the field described in 2.3. a.
c. Scientific exchange programs including the exchange of scientists and other personnel for participation in collaborative projects identified in this Agreement. Activities proposed as part of the Collaboration will be reviewed and approved by the Collaboration Committee or its designee.

2.4 Responsibility
Each party shall be responsible for the implementation of its assigned tasks, including, but not limited to the application of necessary authorizations from competent authorities.

3. Financing
Each party shall bear its own costs relating to the collaboration and any joint activities or projects agreed upon and shall be solely responsible for applications for any internal or external funding, except as arranged otherwise in a separate agreement.

For the avoidance of doubt where any Party is unable to secure funding (whether internally or from any external source) for any obligation, activity, Project or other commitment jointly planned, the respective Party shall not be obliged to undertake the same. In such a case, however, the Party concerned shall make its best efforts to look for alternative funding and the Parties shall jointly consider solutions to allow the Project to start, unless otherwise agreed.

4. Term and Termination.
4.1. This Agreement will have an initial term of two (2) years and will be renewed automatically for additional one (1) year terms under Collaboration Committee's agreement unless the Agreement is terminated as follows in this Section 4.
4.2 Either party, upon sixty (60) days of written notice to the other party, may terminate this Agreement or any collaboration project undertaken pursuant to this Agreement.

Either party shall be entitled to terminate the Agreement in writing with immediate effect for good cause.

4.3 Any specific agreements concluded between the Parties, in particular related to research projects, remain unaffected by the termination of this Agreement unless otherwise agreed between the Parties.

4.4 This Collaboration agreement supersedes and replaces the Memorandum of understanding between the Parties dated 28 November 2012.

5. **Publication.**

5.1 Publication activities shall be compatible with the protection of intellectual property rights, confidentiality obligations and the legitimate interests of the owner(s) of the Foreground or Background concerned. Any scientific publications regarding Joint Intellectual Property as defined in below Section 6.1 arising from a collaboration project will be jointly authored by personnel from each party that participated in the project in a manner consistent with the scientific contributions of such personnel. The parties will consult with each other prior to any submission to a publisher. The party wishing to make the publication shall provide a copy of the manuscript or abstract to the other party at least sixty (60) days prior to submission of the manuscript or abstract for publication in order to allow the other party an opportunity to protect or request protection by the other party of Confidential Information (defined in Section 6.1 below) owned by it or potential intellectual property that might be disclosed or adversely affected by the manuscript or abstract. Notwithstanding the foregoing after one (1) year from the completion of a collaboration project, any party shall be permitted to present at symposia, national or regional professional meetings and to publish in journals, theses or dissertations or otherwise in their sole discretion, the Joint Intellectual Property, except as agreed upon otherwise with regard to the specific project. The other party will remain entitled to sixty (60) days notice of the publication or presentation during which time each party shall have the right (a) to review the content of the proposed publication or presentation for Confidential Information owned by it and to require its removal from the publication or presentation and (b) to assess the patentability of any invention described therein.

5.2 If any party decides that a patent application should be filed, a publication or presentation shall, at that party’s request, be delayed until a patent application is filed. Such patent application shall not be unreasonably delayed. Each party agrees to give the other parties appropriate
recognition for their respective scientific or other contributions in any publication or presentation relating to any Joint Intellectual Property of a collaboration project. If a graduate student’s thesis contains subject matter that requires protection, each Party reserves the right to have graduate student theses reviewed and defended for the sole purpose of academic evaluation in accordance with that party’s established procedures. This Agreement shall not impose any delays on the defence of a student’s thesis.

6. **Intellectual Property Rights.**

Unless otherwise agreed between the Parties in Separate Agreements or otherwise agreed in writing the following principles shall apply:

6.1 **Definitions**

"Access Rights" means licenses and user rights to Foreground or Background.

"Background" means information which is held by a Party prior to their accession to this Agreement, as well as copyrights or other intellectual property rights pertaining to such information, the application for which has been filed before their accession to this agreement, and which is needed for carrying out a Project or for using Foreground.

"Fair and Reasonable Conditions" means appropriate conditions including possible financial terms taking into account the specific circumstances of the request for access, for example the actual or potential value of the Foreground or Background to which Access Rights are requested and/or the scope, duration or other characteristics of the use envisaged.

"Foreground" means the results, including information, whether or not they can be protected, which are generated under a Project. Such results include rights related to copyright; design rights; patent rights; plant variety rights; or similar forms of protection.

"Needed" means

- for the implementation of a Project: Access Rights are Needed if, without the grant of such Access Rights, carrying out the tasks assigned to the recipient Party would be impossible, significantly delayed, or require significant additional financial or human resources.
- for Use of own Foreground: Access Rights are Needed if, without the grant of such Access Rights, the Use of own Foreground would be technically or legally impossible.

"Use" means the direct or indirect utilisation of Foreground in further research activities other than those covered by a project, or for developing, creating and marketing a product or process, or for creating and providing a service.
6.2 Foreground

6.2.1 Sole Foreground

Foreground generated within the collaboration under this Agreement shall be owned by the Party solely carrying out the work leading to such Foreground. Such Party shall be entitled to provide for the adequate protection of these Sole Foreground results by intellectual property rights and to use and license these results at its sole discretion.

6.2.2 Joint Foreground – Joint ownership and commercialisation agreement

Where the Parties have jointly carried out work generating results, where there is intellectual contribution from both Parties and where their respective share of the work cannot be ascertained, they shall have joint ownership of such results (Joint Foreground). This shall apply accordingly to inventions generated during the performance of the Project in which employees of both Parties participate whose contributions to the invention cannot be registered separately by each Party as an intellectual property right.

In this case the Parties shall agree in writing on the allocation and terms of exercising ownership and who shall act as exploitation lead on any such Joint Foreground (“Joint Ownership Agreement”), taking into account the individual conditions of the relevant project or activity in the scope of which the Joint Foreground was achieved. However, where no Joint Ownership Agreement has yet been concluded, each Party shall be entitled to use such Joint Foreground on a royalty-free basis and, subject to prior one month notice to the other Party, grant non-exclusive licenses to third parties, however always provided that the other Party shall participate in the net license revenues obtained in relation to its contribution to the Joint Foreground; within three weeks of reception of said notice, the other Party, acting reasonably, may veto said licensing to the third party concerned, should such licensing be deemed contrary to the joint exploitation strategy of the cooperation.

6.2.3 Filing of applications on Joint Foreground

Except if otherwise stipulated in the Joint Ownership and Commercialisation Agreement according to Section 6.2.2, the following provisions shall apply:

In case Joint Foreground is to be filed for protection, each Party concerned shall promptly inform in writing the other Party whose employee is or employees are involved in such Joint Foreground. The Parties will hereinafter agree on an appropriate course of action for filing applications, maintenance and defense of intellectual property rights on these Joint Foreground.

The Parties will identify the lead Party for exploitation and filing of applications in relation to Joint Foreground and shall normally contribute to the costs of protection in accordance with their respective allocation or share in the Joint Foreground. Where a Party does not wish to contribute to the costs, it will assign the right to the other Party to do so. The Party exploiting and protecting
the Joint Foreground shall be entitled to deduct the cost of obtaining patent or other intellectual property as well as a reasonable administration fee (to be agreed by the relevant technology transfer/commercialization departments) prior to the distribution of any revenues received.

6.2.4 Employees
The Parties shall ensure by appropriate legal means and provided this is legally possible, that they own any Foreground generated by their staff within the collaboration, including employees, subcontractors, students or other personnel. If employees, students or other personnel working for a Party are legally entitled to claim rights to Foreground, the Party shall ensure that it is possible to exercise those rights in a manner compatible with this Agreement or, respectively, in a manner compatible with the relevant Separate Project Agreement concluded between the Parties.

6.2.5 Management of IP
The Parties shall maintain an IP Register across the whole collaboration which will be held by the Steering Committee. The IP register will identify ownership and license terms of Background and the relative contributions to the creation of Foreground and which Party will take a lead on protection and exploitation of jointly generated IP.

6.2.6 Third Party IP
Each Party will use reasonable endeavours not to introduce third party intellectual property into a Project where to do so would infringe that third party’s rights in the same. Where third party intellectual property is necessary for research use only, the introducing party will clearly identify the third party intellectual property and any constraints on its use in the IP Register for the Project.

6.3 Access Rights to Background and Foreground

6.3.1 Any Access Rights granted expressly exclude any rights to sublicense unless expressly stated otherwise. Access Rights shall be free of any administrative transfer costs. Access Rights are granted on a non-exclusive basis, if not otherwise agreed in writing by the Parties.

Software shall be made available in object code unless otherwise agreed in writing.

6.3.2 Access Rights for implementation
Access Rights to Sole Foreground and Background Needed for the execution of the own work of a Party under the relevant Project shall be granted on a royalty-free basis, unless otherwise agreed, provided the Party is not prevented from doing so by any agreement or arrangement with a third party.
6.3.3 Access Rights for Use
Access Rights to Sole Foreground or to Background if Needed for Use of a Party's own Foreground including for third-party research shall be granted on Fair and Reasonable Conditions subject to any prior encumbrances.

A third party shall not be granted direct Access to Foreground generated by other Parties unless those Parties explicitly agree to it.

7. Confidential Information.
7.1 Definition Confidential Information
"Confidential Information" means any proprietary information provided by one party to this Agreement ("Disclosing Party") to the other party to this Agreement ("Receiving Party") which is designated as confidential by the Disclosing Party before or at the time of disclosure. Confidential Information also includes methods and results generated solely by one party in connection with or in the performance of a collaboration project according to this Agreement ("Research Information") until such methods and results of that collaboration project are published or the parties otherwise agree they may be disclosed.

7.2 Restrictions on Use of Confidential Information.
Each party agrees that it will not make use of, disseminate, disclose or in any way circulate any Confidential Information of another party, which is supplied to or obtained by it in writing, orally or by observation except as expressly permitted by this Agreement. Confidential Information may be disclosed by the Receiving party to its own employees or professional staff that require access to such confidential Information for purposes of this Agreement but only if prior to making any such disclosure each such employee and professional is apprised of the duty and obligation to maintain the confidentiality of Confidential Information. Research Information may be disclosed and discussed internally among members of the scientific staff of a Receiving Party provided that all persons with access to the Research Information are apprised of the duty and obligation to maintain the confidentiality of such Research Information prior to its publication or other public disclosure in accordance with this Agreement.

7.3 Standard of Care.
Each party agrees to use at least reasonable care to prevent improper disclosure of another party's Confidential Information and Research Information and to ensure that Confidential Information and Research Information are treated in the manner required by this Agreement.
7.4 Right to Use Certain Information.
Confidential Information does not include information which at the time of its receipt (a) is or later becomes available to the public through no fault of the Receiving Party; (b) is independently known by the Receiving Party prior to its receipt from the Disclosing Party as to be proven by the Receiving Party; (c) is obtained without an obligation of confidentiality from a third party who had the legal right to disclose the information to the Receiving Party; or (d) is independently developed by an employee of the Receiving Party without access to Confidential Information disclosed by the Disclosing Party as to be proven by the Receiving Party.

7.5 Disclosure Required by Law
If the Receiving Party is required by law to disclose Confidential Information owned or disclosed to it by the Disclosing Party including, without limitation, by discovery, subpoena or other legal or administrative process, the Receiving Party agrees to provide the Disclosing Party prompt notice of the required disclosure to permit the other party, at its option and expense, to seek an appropriate protective order or waive the requirements of this Agreement. If no protective order or waiver is obtained, such disclosure may be made but only to the extent legally required. The Receiving Party will not oppose any action by the Disclosing Party to obtain an appropriate protective order or other assurance that Confidential Information which must be disclosed will be accorded confidential treatment.

7.6 Survival of Obligations.
For any given Confidential Information the obligations under this Section 7 shall remain in effect for a period of five (5) years from the completion or termination date of the particular collaboration project to which the Confidential Information at issue relates or from which it was generated. For any given Research Information the obligations under this Section 7 shall also remain in effect.

8. Dispute Resolution.
8.1 Negotiation by the Parties.
The parties agree to use their good faith and best efforts to resolve amicably any and all disagreements and disputes arising under or related to this Agreement or its making or the activities of the parties in connection with their efforts under this Agreement (collectively "Disputes"). Any Dispute shall initially be referred to the Collaboration Committee which shall attempt without delay to resolve the dispute amicably through good faith negotiations. If the matter is not resolved by the Collaboration Committee within sixty (60) days of its being notified of the Dispute, any party may, at its discretion, refer the matter to arbitration in accordance with Section 8.2.
8.2 Arbitration.

The Agreement is subject to and governed by the laws of Switzerland. All Disputes which are not resolved by the parties under Section 8.1 shall be settled in a final manner by arbitration in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce. The arbitration panel shall consist of three arbitrators. Each party shall appoint its arbitrator, and the third, who is to act as chairman, is to be appointed jointly by the two first mentioned arbitrators. If the two first mentioned arbitrators cannot come to an agreement on the third arbitrator within four weeks, the third arbitrator is to be appointed by the President of the International Chamber of Commerce at Paris. The arbitration panel shall convene in Zürich, Switzerland. The language shall be English. Any judgment on the award rendered by the arbitrators may be entered in any court of competent jurisdiction.

9. Liability.

The parties shall not be liable for the correctness of the research results exchanged or the information communicated under this Agreement and during the projects. Likewise, the parties do not warrant that the rights of use granted by them can be executed without infringement of any third party’s rights. Such limitation of liability shall not apply in cases of intent. Unless otherwise stipulated in this Agreement, the parties shall, including liability for their senior executives, legal representatives and vicarious agents, not be liable for breach of duty or tort except in case of intent or gross negligence.

10. Use of Names.

No party will use the name or any trademark or logo of the other party in any advertising or other form of publicity without the written permission of the party whose name is to be used.

11. Export and Import Controls.

11.1 Export Controls

a.) It is understood that the export of goods and/or the transfer of results, services and information under this Agreement is subject to export laws and regulations. FhG/IZI does not warrant that if any import or export license is required for the fulfillment of any of its contractual obligations, such license shall be issued or shall be issued in due time. In case the fulfillment of any contractual obligation of FhG/IZI would violate import or export laws and regulations FhG/IZI is not obliged to fulfil that obligation. In any such case each contracting party shall be entitled to terminate this Agreement with regard to the involved specific project with immediate effect. Compensation claims shall be excluded in case of any restriction resulting from import or export laws and regulations and/or any delay of
the granting of the import or export license. While the FhG/IIZI agrees to cooperate in securing any license that the cognizant agency deems necessary in connection with this Agreement, the FhG/IIZI cannot guarantee that such licenses will be granted.

b.) It is understood that McMaster University is subject to the laws of Canada and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities, and that its obligation hereunder are contingent on compliance with applicable the Canadian export laws and regulations. The transfer of certain technical data and commodities may require a license from the cognizant agency of the Canadian Government and/or written assurances by the FhG/IIZI that he will not re-export data or commodities to certain foreign countries without prior approval of the cognizant government agency.

11.2 Import Controls.

a.) It is further acknowledged that the scientists and other personnel of either party are subject to laws and regulations governing the import and entry of biological material into the Federal Republic of Germany. The obligations of both parties are contingent upon compliance with applicable laws, rules and regulations, and both parties understand that the transfer of certain biological material may require permits and approval from the cognizant government agencies. Section 11.1 shall apply correspondingly. Both parties agree to cooperate in securing any permit that the cognizant agency deems necessary in connection with this Agreement, but neither party guarantees that such permits will be granted.

b.) It is further acknowledged that the scientists and other personnel of either party are subject to the laws of Canada and regulations governing the import and entry of biological material into Canada. The obligations of both parties are contingent upon compliance with applicable the Canadian regulations, and both parties understand that the transfer of certain biological material may require permits and approval from the cognizant government agencies and b) Both parties agree to cooperate in securing any permit that the cognizant agency deems necessary in connection with this Agreement, but neither party guarantees that such permits will be granted.

12. Policies Applicable to Visiting Scientists

Scientists and other personnel of any party who are working at the facilities of another party will be subject to and comply with any applicable policies of the host institution unless the host institution waives such policies. The host institution shall provide the other party with such applicable policies in writing in advance.
13. **General Provisions.**
The following general provisions shall apply to this Agreement:

**13.1 Notices**
Formal notices required or permitted hereunder shall be given in writing. Written notices may be delivered personally, sent by a nationally recognized courier service or by first class mail, or transmitted electronically by facsimile ("fax"). All notices or other communications required or permitted hereunder shall be deemed to have been given (a) if by personal delivery to the proper address and with receipt acknowledged, on the date of such delivery; (b) if by overnight courier service to the proper address and with receipt acknowledged, on the second business day following deposit if delivered within the same country, or on the third business day following deposit if delivered to another country; (c) if sent by fax, with confirmed transmission (accompanied by same day deposit of the original in the German mailing system, first-class postage prepaid, and properly addressed), on the next business day following fax transmission; Or (d) if mailed, postage prepaid first-class certified or registered mail, return receipt requested, on the fifth business day after mailing if mailed within the same country as that of the addresses and on the seventh business day after mailing if mailed to the address see in another country, to the address designated in this Agreement or to such other address as a party may designate to the other in writing. Any notices shall be sent as follows:

**If to the FhG/IZI:**
Fraunhofer Institut fur Zelltherapie und Immunologie
Perlickstraße 1
04103 Leipzig, Germany
Attention: Prof. Dr. Emmrich

**If to McMaster University:**
McMaster University
1280 Main Street West
Hamilton, Ontario, Canada
L8S 4L8
Attention: Prof. Dr. Bramson
with a copy to:
McMaster Industry Liaison Office
Suite 305, 175 Longwood Rd. S.
Hamilton, Ontario, Canada
L8P 0A1
Attention: Executive Director
13.2 Assignment, No representation, partnership or agency
This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns. This Agreement shall not be assignable by either party without the prior written consent of the other party, and any attempted assignment is void.

The Parties shall not be entitled to act or to make legally binding declarations on behalf of any other Party. Nothing in this Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Parties.

13.3 Counterparts.
This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed to be original but all of which together shall constitute one and the same Agreement.

13.4 Governing language
In the event that a translation of this Agreement is prepared and signed by the parties for the convenience of The German party, this English language version shall be the original version and shall govern if there is conflict between the two.

13.5 Entire Understanding.
This Agreement constitutes the entire understanding between the parties hereto with respect to the subject matter hereof. No modifications, extensions or waiver of any provisions hereof or release of any right hereunder shall be valid, unless the same is in writing and is consented to by both parties hereto.

13.6 Amendment.
This Agreement may be amended only by a written agreement signed by both Parties hereto.

13.7 Waiver.
Waiver of any provision of this Agreement shall not be effective unless in writing and shall not be deemed a waiver of any other provision of this Agreement unless so stated.

13.8 Force Majeure.
The failure of any party to perform hereunder as a result of governmental action, laws, orders, or regulations, or as a result of events such as war, acts of public enemies, fires, floods, earthquakes, acts of God or any causes of like kind beyond the reasonable control of such party is excused for so long as such cause exists, but only to the extent such failure is caused by such law, order, regulation, or event.
13.9 **Severability**

If any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, any such provision shall be severable from this Agreement, in which event this Agreement shall be construed as if such provision had never been contained herein. The Parties shall use their best efforts in order to replace the void or unenforceable provision by a legally valid or enforceable provision which is economically equivalent. The same applies in case of a contractual gap.

Signed in two originals

**For McMaster University**

Hamilton,

[Signature]

Dr. Mo Elbestawi  
Vice-President, Research & International Affairs

Hamilton,

[Signature]

Dr. Stephen Collins  
Associate Dean, Research  
Faculty of Health Sciences

**For Fraunhofer-Gesellschaft zur Förderung der angewandten Forschung e.V.**

Leipzig,

[Signature]

Prof. Dr. Frank Emmrich  
Director Fraunhofer IZI

Munich, 18-06-2013

[Signature]

Dr. Lorenz Kaiser  
Head of Division  
Contracts and Legal Affairs

[Signature]

Isabelle Père  
Legal Affairs