Laboratory Services Agreement

entered into by and between
Medical University of Vienna
Spitalgasse 23, A-1090 Vienna, Austria
represented by Univ. Prof. Dr. Arndt von Haeseler (pursuant to § 27 (1) Austrian Universities Act) as Head of the Department of Medical Biochemistry

with its Project Leader: Ao. Univ. Prof. Dr. Egon Ogris
Medical University of Vienna,
Department of Medical Biochemistry,
Dr. Bohr-Gasse 9, 1030 Vienna, Austria
Tel.: 43 1 4277 61730
E-mail: egon.o gris@meduniwien.ac.at
(hereinafter jointly referred to as “Provider”)

and

Requestor:

Project Description:

Generation of a hybridoma cell line producing a monoclonal antibody against ______

The provider's services are divided into 3 Phases:

Phase I
* Immunization of 4 mice with ______. The immunizing antigen (carrier protein-coupled peptide or recombinant protein) has to be provided in sufficient amounts (at least 1mg) by the requestor.
The immunization scheme will be done as follows:

<table>
<thead>
<tr>
<th>IMMUNIZATION SCHEDULE</th>
<th></th>
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<tbody>
<tr>
<td>Dose per injection</td>
<td>50 μg in max. 200 μl</td>
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<tr>
<td>Primary immunization</td>
<td>day 1</td>
</tr>
<tr>
<td>1. Boost</td>
<td>day 14</td>
</tr>
<tr>
<td>1. Bleed</td>
<td>day 25, 10-50 μl by tail bleed</td>
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<tr>
<td>2. Boost</td>
<td>day 35</td>
</tr>
<tr>
<td>2. Bleed</td>
<td>day 45, 10-50 μl by tail bleed</td>
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<tr>
<td>3. Boost</td>
<td>day 56, final boost</td>
</tr>
<tr>
<td>Final Bleed</td>
<td>day 59, fuse splenocytes</td>
</tr>
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</table>
The specific antibody titers of the immune sera will be determined after Bleed 1 and 2 by ELISA/Western Blot using the immunizing antigen and/or suitable cell lysates. The lysates must be provided by the requestor. Together with the requestor, the mouse with the highest specific antibody titer as determined by ELISA/Western Blot after bleed 2 is chosen for the fusion. If the specific antibody titers are "Too Low" at this stage of the project, the project will be stopped in agreement with the requestor and NO fusion will be carried out. If the titer is determined by ELISA, "Too Low" specific antibody titer is defined as a signal obtained for the immune serum (from bleed 2) in the ELISA optical density reading that is LESS than THREEFOLD above the signal obtained with preimmune serum.

**Phase I: total costs 1.750,-- €**
Requestor agrees to pay Provider the costs at the beginning of the project. The costs will not be refunded in case the project will be terminated for the reason of "Too Low" titer as described above.

**Phase II**
* Final boost and splenectomy of one mouse
* Fusion of splenocytes with myeloma cells
* Plating of fused cells on 4 x 24 well plates and 4 x 96 well plates
* Plating of remaining fused cells on appropriate number of p150 petri dishes
* Cryopreservation of fused cells from p150 petri dishes after 6 days of growth
* ELISA/Western screening (using the immunizing antigen or the respective lysate) of supernatant from hybridoma wells for specific antibodies (IgG)
* Cryopreservation of cells from ELISA/Western positive wells (maximal 6 wells, 1 vial per well) and collection of supernatant from positive wells

**Phase II: total costs 3.000,-- €**
Start-up costs for material and personnel in Phase II are 2.600,-- €. Requestor agrees to pay Provider the Start-up costs at the beginning of Phase II. The Start-up costs will not be refunded in case the fusion does not result in ELISA/Western positive hybridoma wells for circumstances beyond our control. Payment of the remaining 400,-- € at successful completion of Phase II. Successful completion of Phase II is defined as the isolation of ELISA/Western positive hybridoma clones (including the cryopreservation as listed under Phase II).

**Phase III**
* Together with the requestor, cells from one positive hybridoma well will be chosen for subcloning by limiting dilution until a single positive hybridoma clone can be isolated.
* The isolated hybridoma single clone will be expanded and 5 vials will be frozen. 50 ml of supernatant will be collected from this clone.
* The hybridoma clone and the monoclonal antibody produced by the provider during the course of this project remain the sole property of the requestor.
* All materials (frozen cells and supernatants) generated within Phase II and III will be handed out to the requestor. Provided the agreement of the requestor, one frozen vial of the final hybridoma clone as well as the frozen bulk fused cells will be kept at the provider’s lab.
Phase III: total costs 2.150,-- €
Start-up costs for material and personnel in Phase III are 1.600,-- €. Requestor agrees to pay Provider the Start-up costs at the beginning of Phase III. The Start-up costs will not be refunded in case the limiting dilution does not result in an ELISA/Western positive hybridoma single clone for circumstances beyond our control. Payment of the remaining 550,-- € at successful completion of Phase III. Successful completion of Phase III is defined as the isolation of one ELISA/Western positive hybridoma single clone (including the cryopreservation and the collection of supernatant as listed under Phase III).

The immunizing antigen (carrier protein-coupled as well as uncoupled, or recombinant protein) used in the ELISAs of Phase I, II and III and cell lysates used for the Western Blots of Phase I, II and III have to be provided in sufficient amounts (at least 1mg per antigen) by the requestor.

The Medical University of Vienna is tax exempt. All prices quoted are therefore gross for net prices.

Payable within 14 days to the following Account:
Account #: 404 100 707 00 at Erste Bank
Address: Alserstr. 23, A-1080, Vienna Austria
Payment reference number: KV61800001
IBAN: AT362011140410070700 (routing number)
SWIFT#: GIBAATWW

Disclaimer
ALTHOUGH EVERY EFFORT WILL BE MADE TO INSURE THAT EACH FUSION WILL BE A SUCCESS, PROVIDER CANNOT WARRANT OR GUARANTEE THE SUCCESSFUL COMPLETION OF PHASE I, II AND III. PROVIDER CANNOT WARRANT OR GUARANTEE THAT THE FUSION EFFICIENCY WILL BE HIGH, NOR THAT THE ISOTYPE, AFFINITY, STABILITY OR SPECIFIC BIOLOGICAL ACTIVITY OF ANY GIVEN MONOCLONAL ANTIBODY WILL PROVE SATISFACTORY. THE PARTIES HERETO ARE AWARE OF THE RISK OF SUCCESS OR FAILURE ASSOCIATED WITH THE SERVICES. IN CONSIDERATION OF THE INVESTIGATIONAL CHARACTER OF THE SERVICES PROVIDED UNDER THIS AGREEMENT, PROVIDER MAKES NO REPRESENTATIONS NOR EXTENDS ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE RESULTS UNDER THIS AGREEMENT. THERE ARE NO STATUTORY, EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE FOR ANY OF THE RESULTS OF THE SERVICES PROVIDED HEREUNDER, NOR DOES PROVIDER REPRESENT THAT THE USE OF THE RESULTS WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADE SECRET, TRADEMARK OR OTHER RIGHT OF THIRD PARTIES. PROVIDER’S LIABILITY FOR DAMAGES OF REQUESTOR IS LIMITED TO WILLFUL INTENT AND GROSS NEGLIGENCE. NEITHER PARTY HERETO SHALL HAVE ANY LIABILITY TO
THE OTHER FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL LOSSES OR DAMAGES SUFFERED BY THE OTHER.

This Agreement shall be governed by and construed in accordance with the laws of Austria without giving effect to its conflict of law rules. Any disputes arising hereunder shall be submitted to the exclusive jurisdiction of the Austrian courts, place of proceedings shall be Vienna, Austria.

Medical University of Vienna:

Date: 

Univ. Prof. Dr. Arndt von Haeseler

Signature of Project Leader:

Date:

Ao. Univ. Prof. Dr. Egon Ogris

Requestor:

Date: 

Name: