Laboratory Services Agreement

entered into by and between

Medical University of Vienna
Spitalgasse 23, A-1090 Vienna, Austria
represented by Univ. Prof. Dr. Alwin Köhler (pursuant to § 27 (1) Austrian Universities Act) as Head of the Center for Medical Biochemistry
(hereinafter referred to as "Provider")

and

Requestor: Name
Address
(hereinafter referred to as "Requestor")

1. Scope of the Agreement

Requestor is interested in [enter interested field].

Provider offers the production of antibodies as part of its research tasks and exploitation of its own developments as a University and is willing to carry out such tasks as specified in **Exhibit 1** (hereinafter referred to as "Services"). Provider and Requestor have therefore concluded this service agreement including its appendices (hereinafter referred to as "Agreement"). In this Agreement, Requestor and Provider are also referred to individually as "Party" and collectively as "Parties".

2. Obligations of Provider

Provider is obliged to carry out the Services according to the Exhibit 1.

3. Rights of Provider

Provider shall be free in how to organize its work and how to provide the Services hereunder.

Provider provides the Services to the best of his knowledge and is by no means subordinated to Requestor or any employee of Requestor.

4. Obligations of Requestor

Requestor is obliged to supply Provider with data and information deemed necessary by Requestor to enable Provider to complete the Services.

5. Payment

Requestor will pay the amounts agreed according to Exhibit 1.

6. Term and Termination

This Agreement shall become effective upon the last signature by both Parties ("Effective Date") and shall remain in force until the completion of the Services or until terminated by either Party with sixty (60) days prior written notice at any time. In case of termination, Requestor shall pay the costs for the duly performed Services incurred to Provider in relation to the performance of the Services, from the Effective Date until the effective date of termination.

7. Termination for Cause

Either Party may be entitled to terminate this Agreement with immediate effect if the other Party is in breach of this Agreement due to a serious cause and breach cannot be cured within 30 days after notice.

8. Limitation of Liability

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 MERCHANTABILITIES 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 ECXEPT IN CASE OF PERSONAL INJURY. NEITHER PARTY HERETO SHALL HAVE ANY LIABILITY TO THE OTHER FOR ANY SPECIAL, INCIDENTIAL, INDIRECT OR CONSEQUENTIAL LOSSES OR DAMAGES SUFFERED BY THE OTHER OR LOSS OF PROFIT.

9. Secrecy Obligations

Each Party shall keep secret all confidential information, including know-how, which one Party may gain access to under this Agreement, whether the information has been supplied by disclosing Party or an affiliate or has come into being on account of the Party's own or the Parties' joint performance of the Services. This obligation survives the term of this Agreement for another seven (7) years period.

All such information disclosed

(a) shall be, insofar as is practicable, marked or identified as 'Confidential' upon disclosure and which is designated in writing by disclosing Party as "Confidential" or

(b) shall be, if disclosed orally, summarized in writing by disclosing Party and designated as "Confidential" and sent to the receiving Party within thirty (30) days of disclosure or

(c) shall be considered to be "Confidential" as reasonable under the circumstances of such disclosure

The secrecy obligation shall not apply to:

- information which was generally available to the public on the date of signature of this Agreement or already known by receiving Party before the moment of disclosure;

- information published by disclosing Party;

- information made available to the public by a third party without any obligation of confidentiality from disclosing Party;

- information that is or has been developed independently by employees, consultants or agents of receiving Party without violation of the terms of this Agreement or reference or access to any confidential information

Each Party agrees not to use any confidential information disclosed to it for its own use or for any purpose other than to carry out the Services. Receiving Party may disclose the confidential information to those of its officers and employees who reasonably need to know the confidential information in order to perform the Services.

10. Property Rights/Intellectual Rights

All rights to the provided hybridoma clone and the monoclonal antibody produced by the Provider in the performance of the Services as specified in Exhibit 1 shall be vested in Requestor upon their receipt by Requestor and shall be owned by Requestor. Provider stays the owner of any technique and method regarding the creation of the hybridoma clone and the monoclonal antibody.

11. Applicable Law / Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Austria without giving effect to its conflict of law provisions.

All disputes, claims, controversies, and disagreements relating to or arising out of this Agreement, or the subject matter of this Agreement, shall be subject to the exclusive jurisdiction of the court in Vienna, Austria.

12. Amendments to the Agreement

Any amendments and/or modifications to this Agreement shall be agreed upon in writing and signed by the Parties hereto.

13. Notices

All notices to be made in writing under this Agreement shall be given in the English language by registered mail, express courier service or telefax (confirmed by registered mail or express courier service) to the following addresses or such other addresses as the Parties may have designated to each other by notice given in accordance with this Clause:

To Requestor at:

To Provider at:

Medical University of Vienna
Center for Medical Biochemistry
Dr. Bohr-Gasse 9, 1030 Vienna, Austria
Tel.: 43 1 4277 61730
Fax: 43 1 4277 9617
E-mail: egon.ogris@meduniwien.ac.at
Attention to: Univ. Prof. Dr. Egon Ogris

14. Severability Clause

In case any provision of this Agreement is or becomes invalid or unenforceable in whole or in part, such provision shall be invalid without affecting the validity of the remaining provisions unless the invalid provision is of such essential importance to this Agreement that it cannot reasonably be assumed that the Parties would have concluded this Agreement in its absence. The Parties shall attempt to replace the invalid provisions with valid provisions as closely as possible in line with the original intent of the Parties.

15. Entire Agreement

This Agreement constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof and supersedes and is a substitute for all other agreements, contracts and communications between the Parties relating to the subject matter hereof, including, without limitation, the previous version of this Agreement, if any. This Agreement may be modified only by a written instrument duly executed by an authorized representative of each Party.

Each Party may sign identical counterparts of this Agreement with the same effect as if both Parties had signed the same document. The Parties agree that signatures, electronic or wet ink, to this Agreement transmitted by facsimile, by email in “portable document format” (“PDF”), or by any other electronic means intended to preserve the original appearance of this Agreement shall have the same effect as physical delivery of the paper document bearing an original wet ink signature and shall be sufficient to comply with the agreed written form requirement.

Medical University of Vienna:

Date: Univ. Prof. Dr. Alwin Köhler

Read and acknowledged by Project Leader:

Date: Ao. Univ. Prof. Dr. Egon Ogris

Requestor:

Date: Name:

Exhibit 1:

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:

IMMUNIZATION SCHEDULE	
Dose per injection	50 µg in max. 200 µl
Primary immunization	day 1
1. Boost	day 14
1. Bleed	day 25, 10-50 µl by tail bleed
2. Boost	day 35
2. Bleed	day 45, 10-50 µl by tail bleed
3. Boost	day 56, final boost
Final Bleed	day 59, fuse splenocytes

* The specific antibody titers of the immune sera will be determined after Bleed 1 and 2 by ELISA and 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 costs of 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 Western 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.
* 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 clones 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 costs of 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 within 30 days to the following Account:
Bank: Erste Bank
Address: Alserstr. 23, A-1080, Vienna Austria
Payment reference number: KV61800001
IBAN: AT362011140410070700
SWIFT#: GIBAATWW