Joint Implementation Agreement

This Joint Implementation Agreement is entered into on [insert date] (hereinafter referred to as the "Effective Date") by and between

1. [FULL NAME], a [LEGAL FORM] organised and existing under the laws of [Country], with its registered office at [ADDRESS], and hereby duly represented by its [FULL NAME, TITLE], hereinafter referred to as "MedPhab Partner" or "[SHORT NAME]"

2. [FULL NAME] a [LEGAL FORM] organised and existing under the laws of [COUNTRY], with its registered office at [ADDRESS], and hereby duly represented by [FULL NAME, TITLE], hereinafter referred to as "Client",

Individually referred to as the "Party" and collectively as the "Parties"

- WHEREAS Client is active in the field of [ACTIVITY FIELD DESCRIPTION];

- The MedPhab Partner(s) having entered into the Project entitled "MedPhab - Photonics Solutions at Pilot Scale for Accelerated Medical Device Development" (hereinafter, "MedPhab" or "the Project"), a H2020 Project under the Grant Agreement NUMBER 814581 coordinated by Teknologian tutkimuskeskus VTT Oy (VTT). Members: UNIVERSITY COLLEGE CORK - NATIONAL UNIVERSITY OF IRELAND, CORK (TNI), JOANNEUM RESEARCH FORSCHUNGSGESELLSCHAFT MBH (JOR), INTERUNIVERSITAIR MICRO-ELECTRONICA CENTRUM (IMEC), CSEM CENTRE SUISSE D'ELECTRONIQUE ET DE MICROTECHNIQUE SA -RECHERCHE ET DEVELOPPEMENT (CSEM), PHILIPS ELECTRONICS NEDERLAND B.V. (PINS), JABIL CIRCUIT AUSTRIA GMBH (JAB), SCREENTEC OY (SCR), III-V LAB (IIIV), STRYKER EUROPEAN OPERATIONS LIMITED (STRY), POLAR ELECTRO OY (POL), RADISENS DIAGNOSTICS LIMITED (RAD), ANTELOPE DX (ANT), GENSPEED BIOTECH GMBH (GEN), VIENNALAB DIAGNOSTICS GMBH (VL), STICHTING HET NEDERLANDS KANKER INSTITUUT-ANTONI VAN LEEUWENHOEK ZIEKENHUIS (NKI), EUROPEAN PHOTONICS INDUSTRY CONSORTIUM (EPIC), and AMIRES SRO (AMI). For the avoidance of doubt, the MedPhab coordinator or the other members of the MedPhab project consortium than the MedPhab Partner identified above, are not parties to, nor bound by this Joint Implementation Agreement.

- WHEREAS MedPhab pilot line serves as Europe's first pilot line dedicated to manufacturing, testing, validation and upscaling of new photonics technologies for medical diagnostics enabling accelerated product launch with reduced R&D costs. MedPhab aims to bring the high-quality infrastructure and extensive know-how within easy reach of the SME's and other European Industry. Globally unique feature of MedPhab pilot line is its operation in medical domain setting requirements to meet regulations. Three clear objectives of MedPhab cover 1) the establishment of pilot line infrastructure and services, 2) mature component and device operation through the use cases of five (5) innovative medical diagnostics products and 3) demonstrate product operation in their operational environment and validate the open access business model, through the demo cases described in this document.

- WHEREAS to demonstrate MedPhab pilot line operational model, MedPhab project has issued a call for demo-cases to serve the needs of the end-users and future customers of the pilot line. These demo-cases cover various medical diagnostic fields showcasing the full extent of MedPhab pilot line's technology offering and the efficiency of the single-entry point service model to accelerate the product development.

- WHEREAS the demo-case [FULL NAME], (hereinafter, the "Demo-case Project"), the technical project submitted by the Client has been selected to receive support from the Project in the Demo-case Call issued on …. (Date)…

- WHEREAS the Parties agree to collaborate under the Demo-case Project in accordance with the terms and conditions set forth hereunder.

NOW, THEREFORE, the Parties agree as follows:

Article 1 - Purpose and scope

1.1 The purpose of this Agreement is to establish the terms and conditions of the collaboration between the Parties in the frame of the Demo-case Project.

1.2. The MedPhab Partner(s) will perform the activities with respect to certain Photonics expertise, services and technologies as specified in the Demo-case Project Description, which has been added hereto as Annex 1. The annexes to this Agreement will constitute an integrated part of this agreement (the main body and the annexes hereinafter jointly referred to as the "Agreement"). In case of discrepancy between this Agreement and its annexes, the order of precedence is:
1) This main body Agreement
2) Annex 1.

Article 2 – Term of the Agreement

2.1 This Agreement will enter into force upon the date of signature by the Parties with retroactive effect as from the Demo-case Project start date and remains in force until all the obligations including the administrative obligation (e.g. payment) under this Agreement are fulfilled.

The start date and duration of the Demo-case Project (technical part) are established in Annex 1.

2.2. Any provisions of this Agreement, which by their nature or language used are intended to survive the termination or expiration of this Agreement, such as but not limited to the articles 4, 6, 7, 8, 9 and 11, shall survive such termination or expiration.

Article 3 – Obligations of the Parties

3.1. The MedPhab Partner(s) expressly undertakes to:
- use all reasonable efforts to perform the activities identified in the Annex 1 taking into account the scientific status at the moment of implementation of these activities;
- coordinate the Demo-case Project together with the Client;
- compile a feedback report together with the Client to be reviewed by the MedPhab Evaluation team;
- other specific obligations related to the Demo-case Project that Parties may agree in Annex 1.

3.2. The Client expressly undertakes to:
- duly contribute in performing the activities and providing the resources as identified in Annex 1;
- timely communicate to the MedPhab Partner(s) any issue or circumstances that may hinder or affect the execution of the activities and the achievement of the objectives described in Annex 1;
- compile a feedback report together with the MedPhab Partner(s) to be reviewed by the MedPhab evaluation team;
- produce a public summary of the work done, the objectives achieved, and impact expected in collaboration with the MedPhab partner(s);

- other specific obligations related to the Demo-case Project that Parties may agree in Annex 1.

3.3 Each Party shall implement its tasks as agreed in the Demo-case Project and shall bear sole responsibility for ensuring that its activities within the Demo-case Project do not knowingly infringe third party property rights.

3.4 Each Party shall acknowledge that the MedPhab coordinator or the other MedPhab Project members do not take any liability for the work carried out by each Party under this agreement.

3.5 Each Party shall acknowledge that the MedPhab evaluation team reviews the Demo-case Project feedback report, completion of work and/or timely submission of Demo-case Project decision milestone(s) according to the Demo-case Project Description, and makes a decision on the Demo-case Project completion.

Article 4 – Financial conditions

4.1. The Demo-case Project activities implemented hereunder by the MedPhab Partner(s) are partly funded by the Client and partly made as a part of the MedPhab project activities funded by the European Commission as further clarified herein. For sake of clarity, no funding is provided to the Client hereunder and the Client is responsible for bearing its own costs regarding the Demo-case Project as well as paying its share of the costs of the MedPhab Partner(s).

4.2 Annex 1 includes the total budget for the performance by the Parties of all activities within the framework of the Demo-case Project as has been specified in the Demo-case Project Description (Annex 1).

4.3 The financial conditions regarding the share of European Commission funding as the funder of the MedPhab project, and reporting obligations towards European Commission covering the Demo-case Project activities performed by the MedPhab Partner(s) are as further clarified herein.

4.4 The Client agrees that the MedPhab Partner(s) declare the expenses made on the Demo-case Project to the European Commission. This comprises periodic technical report and periodic financial report. MedPhab Coordinator will submit the declarations prepared by the MedPhab Partner(s) to European Commission. In addition, each Party expressly acknowledge that the MedPhab coordinator does not approve the costs covered by the European Commission. The European Commission solely approves or rejects the declared costs in accordance with the respective grant agreement applicable to the MedPhab project.

4.4 With regard to the European Commission funding for the Demo Case project activities, the MedPhab coordinator will distribute the funding to the respective MedPhab Partner(s) and follow the payment terms and conditions set in the MedPhab grant agreement and MedPhab consortium agreement. In case this body Agreement is in conflict with the Annex 1, this body Agreement prevails. The European Commission solely approves or rejects the declared costs in accordance with the respective grant agreement applicable to the MedPhab project.

4.5 The funding share of the European Commission for the Demo Case Project depends on the size of the Client organisation.

If Client is an SME (small and medium-sized enterprise), the European Commission funding share for the Demo-case Project is 75%, and the remaining share of 25% will be invoiced from the Client by the MedPhab Partner(s).

If Client is a large enterprise (not SME), the European Commission funding share for Demo-case Project is 50%, and the remaining share of 50% will be invoiced from the Client by the MedPhab Partner(s).

With regard to the European Commission funding for the Demo Case project activities, the MedPhab coordinator will distribute the funding to the respective MedPhab Partner(s) with the following terms and conditions:

a) as from the moment this Agreement has been signed by all Parties, the MedPhab-Coordinator will transfer a share of the total European Commission funding to the Partner(s) according to the prevailing percentage of the MedPhab total budget transferred to the MedPhab-Coordinator by the European Commission;
b) the share is48.3%;
c) the remaining sharewill be transferred by the MedPhab Coordinator to the Partner(s) after:
- final payment by the European Commission to the MedPhab Coordinator, and
- after timely submission of Demo-case Project and decision milestone(s) according to the Demo-case Project Description, and
- after the MedPhab evaluation team has receipt the feedback report, and
- after the MedPhab evaluation team has made the decision on the completion of work.

The Client will pay its share of the total budget as referenced in Annex 1 in accordance with the terms and conditions agreed in Agreement between the Client and each MedPhab Partner. For sake of clarity, the MedPhab coordinator and/or the other MedPhab project members do not participate in invoicing or debt collection process related to Client's share of funding.

4.6 The detailed payment schedule is as follows: [to be agreed between the Partner(s) and the Client]

4.7 In case of underspending, the Parties will inform each other in due time to discuss how to address this financial issue in good faith. For the avoidance of doubt, payments will only be done for all the activities performed under the Demo-case Project.

4.8 In case of the Parties notice that the budget for the Demo-case Project is not sufficient to cover the costs for all activities hereunder or the European Commission does not accept all costs declared by a MedPhab Partner about the Demo-case Project, the Parties will immediately discuss how to address this situation. If no solution can be found, the activities by the MedPhab Partner exceeding the budget will be suspended as long as the Parties do not reach an agreement relating thereto. Absence such agreement within a period of six months following the issue, will entitle each Party to terminate the Agreement without any liability by providing written notice. In case the Agreement is prematurely terminated, each MedPhab Partner will be paid for the activities performed up to the date of termination of this Agreement in accordance with the budget provided in Annex 1.

Article 5 - Deliverables

The Demo-case Project Description, as presented in Annex 1, will specify the deliverables for each MedPhab Partner(s) and the estimated applicable time schedule for performance. The time schedule is a good faith estimate and shall not be construed as a reason to refuse or delay payment. Each MedPhab Partner(s) will use due diligence to avoid overruns of the estimated timing.

Timely delivery of the agreed deliverables in accordance with the Demo-case Project Description is subject to the supply by Client of certain data and specifications, tools, software code etc. The Demo-case Project Description will identify the data and specifications, tools, software code etc. to be supplied by Client to the MedPhab Partner(s) as well as the deadline for supply, in order to allow the MedPhab Partner(s) to be able to perform its activities under the Demo-case Project. If certain data, specifications, tools, software and any other

items or materials are not supplied by Client in accordance with the time schedule as determined in the Demo-case Project Description, the time schedule for performance by the MedPhab Partner (s) is adapted.

Article 6 – Non-disclosure of information – Personal data

6.1. For the purpose of this Agreement, the term "Confidential Information" shall mean any and all information or data and includes, by way of example, but without limitation, know-how, formulae, processes, tests results, designs, specifications, samples, reports, pricing information, studies, findings, inventions and ideas, marked as confidential as such by one Party (the "Disclosing Party") and disclosed to the other Party (the "Receiving Party"). The disclosure of Confidential Information may be done in writing or orally and/or by means of the delivery of samples, equipment, models, visually or otherwise by means of magnetic support, multi-media and/or photos, the results of the Demo-case Project.

6.2. In order to mark the Information as confidential, the Disclosing Party shall mark or label the support or draw and address a notice to the Receiving Party specifying the confidential nature of the Information. In the event the Confidential Information is disclosed orally, the Disclosing Party shall forthwith inform the Receiving Party at the time of disclosure of the confidential nature of the information disclosed and shall confirm and designate in writing as confidential information within 30 days following the disclosing date.

6.3. The Receiving Party shall in particular:

a) protect and keep strictly confidential any part of/or the whole of any Confidential Information of the Disclosing Party and shall treat and use the Confidential Information with the same degree of care as it applies to its own proprietary information, but in no case with less than reasonable care;

b) protect any part of/or the whole of the Confidential Information from disclosure to anyone other than its employees and other members of its personnel (e.g. flex forces, PhDs) who have a need to know and inform them of the confidentiality attached to such information;

c) not disclose, copy, duplicate totally or partially, unless necessary for the performance of this Agreement, the Confidential Information without the prior written consent of the Disclosing Party.

d) Use of the Confidential Information by the Receiving Party shall be strictly limited to the carrying out of the Demo-case Project and this Agreement.

6.4. The Receiving Party shall have no obligation with respect to any information for which he can give the evidence that such information:

a) is or becomes known to the public before the disclosure or thereafter through no wrongful act of the Receiving Party; or

b) is already known by the Receiving Party without obligation of confidentiality or non-use; or

c) is received from a third party with no wrongful act of the Receiving Party without obligation of confidentiality or non-use; or

d) is independently developed by the receiving Party provided that the Receiving Party can demonstrate that such development was carried independently without use of Confidential Information; or

e) is disclosed with the prior written approval of the disclosing Party; or

f) is disclosed pursuant to law, regulation or lawful order or process. In the event Receiving Party is subject to such law, regulation, order or process, Receiving Party will timely notify the Disclosing Party of the disclosure requirement in advance of the disclosure so as to permit the Disclosing Party oppose or limit such disclosure.

6.5. The confidentiality obligations under this Agreement shall not prevent the communication of Confidential Information to the Funding Authority, i.e. European Commission, of MedPhab and to the participants of MedPhab.

6.6. The confidentiality obligations contained in this section shall remain binding upon the Parties during the term of the Agreement and for a period of five (5) years after the date of termination of the Demo-case Project.

6.7. The Receiving Party shall destroy on request all Confidential Information, which has been disclosed to the Receiving Party including all copies thereof, and to delete all Confidential Information stored in a machine-readable form to the extent practically possible. The Receiving Party may keep a copy to the extent it is required to keep, archive or store such Confidential Information because of compliance with applicable laws and regulations or for the proof of on-going obligations, provided that the Receiving Party comply with the confidentiality obligations herein contained with respect to such copy for as long as the copy is retained.

6.8. In the event personal data are processed in the framework of this Agreement (hereinafter referred to as "Processing"), the Parties undertake to respect their obligations in application of regulations in force and, especially, the regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the Processing of personal data and on the free movement of such data (hereinafter referred to as “GDPR”).

The Parties agree that they will not disclose to each other personal data without first entering into a separate written agreement for such purpose, except for the necessary personal data of persons participating the Project or conclusion of this Agreement, which the Party is legally entitled to disclose.

Article 7 – Intellectual property

7.1. Background covered.

7.1.1. “Background” means the Intellectual Property Rights (protectable or not) and knowhow that are under the control of and contributed by a Party but that are developed outside the scope of the Demo-case Project and/or existing at the Effective Date. For the purpose of this definition, “control” means ownership and/or the right to grant licenses to third parties. Background is needed to implement the Demo-case Project or use the Results.

7.1.2. The Parties shall identify in Annex 1 the Background to which they are ready to grant Access Rights (as defined in article 7.3), subject to the provisions of this Agreement. Such identification may be done by e.g.: subject matter, and possibly in addition by naming a specific department of a Party.

The controlling Party may add further Background to Annex 1 during the Demo-case Project by written notice. However, when a Party wishes to withdraw any of its Background from Annex 1 it has to obtain approval of all Parties first.

The Parties agree that the Background not listed in Annex 1 shall be explicitly excluded from Access Rights. The Parties agree however, to negotiate in good faith additions to Annex 1 if a Party asks them to do so and those are needed for the implementation of the Demo-case Project. For avoidance of doubt, the controlling Party is under no obligations to agree to additions of his Background to Annex 1 and each Party will remain the owner of its Background used to perform its obligations under this Agreement.

7.1.3. The Parties shall inform each other as soon as possible of any limitation to the granting of Access Rights to Background or of any other restrictions, which might substantially affect the granting of Access Rights (e.g. the use of open source code software in the Demo-case Project). If the other Parties consider that the restrictions have such impact, which is not foreseen in the Demo-case Project, they may decide to update or modify the Demo-case Project accordingly.

7.2. Results.

7.2.1. “Results” means any (tangible or intangible) output of the Demo-case Project such as data, knowledge or information — whatever its form or nature, whether it can be protected or not, as well as any rights attached to it, including intellectual property rights.

7.2.2. The Results, as well as the Parties to whom such Results shall be awarded will be agreed upon between the Parties in the Demo-case Project Description (Annex 1) subject to the provisions of the MedPhab consortium agreement and grant agreement as well as the state aid laws, where applicable. Results not defined in the Annex 1 including the owning Party shall be owned by the Party carrying out the work generating those Results.

7.3. Access Rights.

7.3.1. “Access Rights” means licenses and user rights to Results or Background. Any Access Rights granted exclude any rights to sublicense unless expressly stated otherwise in this Agreement or otherwise agreed between the Parties concerned. Access Rights shall be free of any administrative transfer costs unless otherwise agreed by the Parties concerned. Access Rights are granted on a non-exclusive basis and are not transferable, if not otherwise agreed in writing by all the Parties.

7.3.2. All requests for Access Rights shall be made in writing. The granting of Access Rights will be subject to a separate agreement, which may contain specific conditions aimed at ensuring that these rights will be used only for the intended purpose and that appropriate confidentiality obligations are in place. Results and Background shall be used only for the purposes for which Access Rights to it have been granted.

The requesting Party must show that the Access Rights are Needed.

7.3.3. Access Rights to Results and Background needed for the performance of the own work of a Party under the Demo-case Project shall be granted on a royalty-free basis, unless otherwise agreed for Background in Annex 1.

7.3.4. Access Rights to Results if needed for the use of a Party's own Results shall be granted on Fair and Reasonable conditions.

Access Rights to Background if needed for the use of a Party's own Results, including for research on behalf of a third party, shall be granted on Fair and Reasonable conditions.

7.4. Joint ownership. Where several Parties have jointly carried out work generating Results which have not been detailed in Demo-case Project Proposal Description (Annex 1), and it is not possible to establish the respective contribution of each Party or separate the Results for the purpose of applying for, obtaining and/or maintaining the relevant protection (included patents and or any other intellectual property right), they shall have joint ownership of such Results. They shall establish an agreement regarding the allocation and terms of exercising that joint ownership.

However, where no joint ownership agreement has yet been concluded, such Results shall be jointly owned in shares according to their share of contribution (such share to be determined by taking into account in particular, but not limited to, the contribution of a joint owner to an inventive step, the person months or costs spent on the respective work etc.) to the Results by the joint owners concerned.

In absence of an agreement based upon the above or upon conditions decided by the Parties:

- each of the joint owners shall be entitled to use its jointly owned Results for non-economic activities as defined in the Communication from the Commission — Framework for State aid

for research and development and innovation (2014/C 198/01) on a royalty-free basis and without requiring the prior consent of the other joint owner(s);

- each of the joint owners shall be entitled to otherwise use the jointly owned Results and to grant non-exclusive licenses to third parties, without any right to sub-license, subject to the following conditions:
  a) at least 45 days prior notice must be given to the other joint owner(s); and
  b) fair and reasonable compensation must be provided to the other joint owner(s).

Article 8 - Publication

8.1. Parties shall jointly produce a public summary of the work carried out in the frame of the Demo-case Project.

8.2. During the confidentiality term as detailed in this Agreement, each Party has the right to publish and make public presentations to conferences and congresses of its own and jointly owned Results subject to the conditions hereunder. The requesting Party agrees to provide drafts of any proposed publication and public presentation to the other Parties prior to publication and presentation. The other Party shall have a period of thirty (30) days from receipt to review the proposed publication and presentation and may within that time request that publication and/or presentation be delayed in order to take all required measures for filing of Intellectual Property Rights protection or request to exclude its Confidential Information (including solely owned Results) and Background. In case the respective Party does not object to the publication submitted to him/her within the 30-days-period, an approval shall be deemed to have been granted. The requesting Party may direct the exclusion of Confidential Information and Background and/or the imposing of a delay to protect proprietary information, but shall not be unreasonably restrictive regarding content nor involve more than the minimum delay to protect the jointly owned Results, such delay not to exceed six (6) months from the date the other Party informs the requesting Party about its justified objections to the draft publication or presentation to the other Party.

8.3. The public presentation or publication of another Party's Results and/or Background always requires the prior written approval of such Party. The mere absence of an objection according to article 8.2 of this Agreement is not considered as an approval.

8.4. Nothing in this Agreement shall be construed as conferring rights to use in advertising, publicity or otherwise the name of the Parties or any of their logos or trademarks without their prior written approval, except for the public summary referred in section 8.1 above. Public summary is approved by the Parties prior to the disclosure.

Article 9 – Warranties – Exclusion and limitation of liability

9.2. The Parties do not make any warranties of any kind, including but not limited to implied warranties of merchantability, fitness for a particular purpose or non-infringement of third party rights with respect to its Confidential Information, Background or Results. Confidential Information, Background and Results are provided "AS IS without any warranty of any kind. No Party shall be liable for any damages arising out of the use of a Party's Confidential Information, Background or Results of the other Party(ies).

9.3. Except in case of wilful misconduct or gross negligence, no Party shall be liable towards the other Party(ies) for any indirect, incidental or consequential damages arising out of breach of contract, tort or otherwise, unless caused with wilful act, gross negligence or breach of confidentiality obligations. Such excluded damages include loss of data, loss of profits. A total aggregated liability of a Party for

direct damages under this Agreement shall be limited to [ ] euros, unless caused with wilful misconduct or with gross negligence.

Article 10 – Termination of this Agreement

10.1. This Agreement shall terminate for any of the following causes:

a) Termination by mutual agreement. The Parties may mutually terminate this Agreement.

b) Termination due to non-compliance. A Party may terminate this Agreement with respect to the other Parties upon a material default in the fulfilment of the obligations of such other Parties by giving written notice to those other Parties specifying the nature of the default not less than thirty (30) days prior to the date the non-defaulting party intends to terminate the Agreement. If such defaulting Parties have cured such default within such thirty (30) day period, no such termination shall occur. If such default has not been cured by the defaulting Parties within such thirty (30) day period, this Agreement shall automatically terminate with respect to the defaulting Parties upon written notice by any non-defaulting Party.

c) If and from the moment MedPhab is terminated or a MedPhab Partner(s)/Coordinator participation is terminated, this agreement shall immediately terminate.

10.2. Due to circumstances in connection with the coronavirus COVID-19 a Party is affected with the consequences for the performance of this Agreement and the Parties are not able to find a solution to address this situation and the consequences on the implementation of this Agreement, each Party is entitled to terminate this Agreement by providing a fifteen (15) calendar days prior written notice to the other Party subject to reimbursement of the compensation as detailed in this Agreement.

10.3. The expiration or termination of this Agreement shall not affect the rights and obligations of the Parties that have accrued prior thereto.

Article 11 – Dispute settlement – Applicable law

11.1. This Agreement shall be construed in accordance with and governed by Belgian law, without reference to its conflict of law principles.

11.2. The Parties agree to try to settle amicably any disputes arising with regard to the validity, construal, performance under and termination of this Agreement. Should it not be possible to reach amicable agreement, any disputes that arise between Parties in connection with this Agreement or any ensuing agreement shall be submitted to courts of Brussels, Belgium.

Article 12 – Miscellaneous

12.1. If any provisions contained in this Agreement is or becomes ineffective or is held to be invalid by a competent authority or court having final jurisdiction thereover, then the validity of the other provisions shall not be affected thereby. The Parties will replace these invalid provisions with provisions which come as close as possible to the intent of the Parties and are admissible in law.

12.2. This Agreement cannot be modified except by written instrument signed by the Parties. The requirement of written form can only be waived in writing.

12.3. Neither Party may assign this Agreement wholly or in part to a third party without prior written approval of the other Party (consent which shall not unreasonably be withheld, delayed or conditioned). Notwithstanding the foregoing, a Party shall not require the prior written approval of the other Party

in the event that this Agreement is assigned to an Affiliate (by operation of law or otherwise) pursuant to, or in connection with, a merger, spin-off, combination, reorganization affecting the assigning Party.

12.4. The Parties shall strictly comply with the applicable mandatory laws and regulations regarding the performance of their obligations under this Agreement, such as but not limited to environmental protection, safety at work and export control. If any of these laws or regulations are infringed by a Party, then the infringing Party shall immediately inform the other Party(ies) in writing.

12.5. Each Party shall comply with applicable laws and regulations controlling the export of technical data, computer software and all other export-controlled commodities. Each Party ensures that it will not include the participation of persons on any restricted party listing in accordance with applicable national and international export regulations.

12.6. The signature of a Party via a scanned or digitized image of a handwritten signature (e.g. scan in PDF format) or an electronic signature (e.g. via DocuSign), shall have the same force and effect as an original handwritten signature for the purposes of validity, enforceability and admissibility. Each Party receives a fully executed copy of the Agreement. Delivery of the fully executed copy via e-mail or via an electronic signature system shall have the same force and effect as delivery of an original hard copy.

Done and signed by the duly authorized representative of each Party.

For ….. Client……,

Mr./Mrs……
Position:…….
Date

For the MedPhab Partner,

Name:
Title:
Date:

Annex 1
Demo-case Project

Technical Description

Timing

Background

Expected Results and ownership attribution

Total budget for the Project