

DATED 1st January 2014

**AGREEMENT FOR MEMBERSHIP OF THE
EURO-BIOIMAGING INDUSTRY BOARD (EBIB)**

THIS AGREEMENT is made the 1st day of January 2014

BETWEEN:

EUROPEAN MOLECULAR BIOLOGY LABORATORY ("EMBL") located at Meyerhofstr. 1, 69117 Heidelberg, Germany, duly represented by **EMBL Enterprise Management Technology Transfer GmbH** ("EMBLEM"), Boxbergering 107, 69126 Heidelberg, Germany, the technology transfer unit of EMBL;

And

XXX ("XXX")

Jointly referred to as the Parties, individually as Party.

1. Background

Imaging plays a crucial role in modern life science research and its translation into medical applications, but obtaining high-quality images requires advanced technology and expertise, and can be costly. By building open research infrastructure for imaging technologies in Europe, Euro-BioImaging will enable biological and medical researchers to access the cutting edge equipment and expertise needed for their projects.

Euro-BioImaging is widely supported by the scientific community and imaging industry in Europe. Over 50 imaging companies have expressed interest in joining the Euro-BioImaging preparatory phase industry board. The Board is now changing from an informal organization to a more formal, membership based scheme. As a part of this transition, the Board plans to hire an Industry Board Manager that will be associated to the Euro-BioImaging management. As the EMBL was the coordinator of the Euro-BioImaging preparatory phase and is one of the members of the Euro-BioImaging interim board, Industry representatives will use EMBL as a legal entity to hire the Industry Board Manager and manage the membership fees, until the Euro-BioImaging legal entity is established.

This agreement between Industries and EMBL with EMBLEM as its technology transfer office will regulate all details related to the membership scheme and Industry Board Manager position.

Membership of the EBIB is by application and subscription.

XXX is willing to become a Member of the EBIB. EMBL and the other EBIB Members are willing to accept XXX as Member.

2. Definitions

"EBIB" the Euro-BioImaging Industry Board;

"Member" any member of the Euro-BioImaging Industry Board, including XXX, and "Membership" shall be construed accordingly;

"Membership Fee" the annual fee provided in Annex 1;

"Board Year" each 12 calendar month period each during the term of this Agreement beginning on 1st of January and continuing consecutively thereafter;

"Research of Interest" to be defined by XXX;

“XXX Representative(s)” shall be (NAME) and (NAME). In case XXX assigns another member of XXX’s personnel as its Representative XXX shall inform EMBL accordingly.

3. Benefits of Membership

As a Member of the EBIB XXX is entitled to the Benefits of Membership according to the Euro-BioImaging membership scheme presented in Annex 2.

4. Membership and Payment of Membership Fee

- 4.1 In consideration of payment of the Membership Fee by XXX, XXX shall be accepted as Member of the EBIB and accorded the Benefits of Membership as detailed in Clause 3.
- 4.2 All Members shall comply with applicable laws, including applicable competition laws (both EU and national). Parties will adhere to attached Annex 4 and Rules of Procedure to ensure continued compliance with competition laws.
- 4.3 In consideration of payment of the Membership Fee by XXX, XXX shall be accepted as Member of the EBIB and accorded the Benefits of Membership as detailed in Clause 3. Members are expected to comply with applicable laws, including but not limited to applicable laws on competition.
- 4.4 In consideration for membership in the EBIB, as described above, XXX agrees to pay a non-refundable Membership Fee as defined in Annex 1 plus VAT, if applicable, for the twelve-month period from January 1 until December 31 of each BOARD Year. Payment is due on December 1st of the preceding year. The Membership Fee may be reviewed and amended and XXX shall be notified in writing of any increase in the Membership Fee at least sixty (60) days prior to the date the increased rate is to go into effect.
- 4.5 Payments shall be made upon presentation of a detailed invoice from EMBLEM made out in the name of XXX, addressed to:

XXX Address
Attn.:
Purchase Order Number: PO
VAT Number: VAT

Payments shall be made in EURO by bank transfer 60 days from the date of the invoice. The invoice will state details of bank account into which payment shall be made.

- 4.6 Payments shall be used as described in Annex 3.

5. Confidentiality

- 5.1 The Parties do not envisage the exchange of confidential information under this agreement.
- 5.2 Should the Parties desire to disclose confidential information, they will conclude a confidentiality agreement stipulating the terms and conditions of such disclosure.

6. Term and Termination

- 6.1 This Agreement shall begin on the date first written above and continue thereafter until 31st December 2014 (hereinafter “the Term”).

6.2 Full payment by XXX of the Membership Fee within the time period as defined in Annex 1 causes extension of the Term of this Agreement for 1 (one) additional BOARD Year each, subject to Articles 6.3 .

6.3 XXX may terminate this Agreement for any reason and leave the EBIB on 1 (one) calendar month's written notice.

7. Consequences of Termination

If this Agreement terminates for whatever reason XXX's rights as a Member under Clause 3 shall cease upon expiry of the notice period.

8. Nature of this Agreement

8.1 This Agreement shall constitute the entire Agreement between the Parties in relation to its subject matter. The Parties may by mutual agreement decide to enter into specific collaborations under terms and conditions to be agreed and governed by separate written agreements.

8.2 Each Party acknowledges that in entering into this Agreement it does not do so on the basis of and does not rely on any representation, warranty or other provision except as expressly provided in this Agreement.

8.3 Neither Party may assign, transfer, sublicense, subcontract or delegate its rights and obligations under this Agreement without the prior written consent of the other Party.

9. Liabilities

9.1 Except in the case of death and personal injury caused by negligence, fraudulent misrepresentation or in any other circumstances where liability may not be so limited under any applicable law, neither Party shall be liable to the other in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, cost or expense of any nature incurred by that other Party of an indirect or consequential nature including any economic loss or other indirect loss, including loss of turnover, profits, business or goodwill.

9.2 Nothing in this Agreement shall be construed as conferring rights on any third party.

10. Representations and Warranties

Parties do not make any representations and extend no warranties of any kind, express or implied, as to the fitness of the EBIB, Benefits of Membership and/or the Research of Interest for a particular purpose, or that the Research of Interest or the Confidential Information or any other information provided to any other Party will not infringe any patent, copyright, trademark, or other proprietary rights of a third party.

11. Law and Jurisdiction

This Agreement shall be governed by German law and subject to the exclusive jurisdiction of the German courts.

In witness whereof, the duly authorized representatives of the Parties hereby execute this Agreement.

SIGNED for and on behalf of **EMBL**

SIGNED for and on behalf of **XXX**

.....
Keith Williamson
Administrative Director
Date:

.....
Name:
Title:
Date:

SIGNED for and on behalf of **EMBLEM**

.....
Dr. Gábor M. Lamm
Managing Director
Date:

ANNEX 1

Membership Fee

Membership fee for existing categories are:

Silver: 2000, - EURO / year

Gold: 4000 - EURO / year

Platinum: 8000 -. EURO / year

XXX agrees to join the scheme as Silver/Gold/Platinum Member (preferred membership level should be marked)

ANNEX 2

Membership scheme

	Silver	Gold	Platinum
Meetings			
Participation in EBIB meetings	✓	✓	✓
Information on and personal invitation to Euro-BioImaging stakeholder meetings	✓	✓	✓
Marketing			
Company logo on Euro-BioImaging website	✓	✓	✓
Appearance in promotional (public) EBIB material	✓	✓	✓
Company logo and advertising material at Euro-BioImaging events			✓
Support and information			
Information on technological status of Euro-BioImaging Nodes	✓	✓	✓
Personal support of industry users of Euro-BioImaging by the EBIB Industry Board Manager		✓	✓
Regular information on Euro-BioImaging Europe wide training programs		✓	✓
Representation of industrial activities and opinions to national and EU political community		✓	✓
Participation in common lobbying activities e.g. at the national and European level (Brussels), organized and supported by the EBIB Industry Board Manager			✓
Access to tailored usage data and statistics (e.g. usage of new techniques)			✓
Reports from the users, information on potentially useful samples, success and satisfaction rate			✓
Support to access non-IP protected services and resources at various Euro-BioImaging sites: <ul style="list-style-type: none"> • samples • expert knowledge • protocols • images for training material • application development 			✓
Individually tailor proposals on useful activities and interaction with Euro-BioImaging-network/community			✓
Annual membership	2.000 Euro	4.000 Euro	8.000 Euro

Description and funding of the position of the Industry Board Manager

Membership fees collected through the membership agreement shall be used to fund the position of the Industry Board Manager and related expenses.

The Industry Board Manager will be hired after the funding for 12 months of the position is secured (min 100.000 Euro). Extra funds, not required for the salary of the manager can be used to support the work of the EBIB and the Industry Board Manager (travel costs, printing of EBIB material etc.). Industry Board Manager will regularly report to the Board on the financial status of the Membership scheme.

The Board will decide on the job description of the Industry Board Manager and will optimize it as required, following the developments in Euro-BioImaging.

The position of the Industry Board Manager will include:

- Coordination of "One voice" activities to political community
- Support and organization of common lobbying activities e.g. At the national and European level (Brussels)
- Support and administration for industry users of Euro-BioImaging
- Preparation and distribution of both confidential (within the EBIB) and promotional (public) material
- Management of communication within the EBIB
- Organization of an annual meeting for industry partners
- Maintenance of the industry contact list
- Organisation of 2x / year TC with industry partners
- Maintenance and update of the website with current information on:
 - Who are the contact persons
 - Rating of performance of a node from the angel of Industry
 - EBIB activities and events
- Development of indicators (e.g., use of a new technology / software)
- Assembling an EU-wide training program
- Development and transformation of the EBIB concept during the operational phase, beginning in 2014/2015
- Permanently and proactively seek for opportunities how industry partners can profit from the Euro-BioImaging network/community and propose these opportunities to the industry board.
- Generate access to non-IP protected services and resources at various Euro-BioImaging sites: Samples, expert knowledge, protocols, marketing and training materials, use cases, application development, etc.

Type of tasks:

30% administrative

70% coordination

ANNEX 4

Compliance

While the aim of establishing and running the Industry Board is to foster information exchange at the cutting-edge of science and entirely in a pre-competitive phase, Members are nevertheless reminded of the following principles governing information exchange under or in relation to this Agreement:

Members must never exchange competitively sensitive information on their own or their competitors' commercial strategy or anything which would be considered a business secret. Members should take particular care in discussions with fellow-members who are or who may become competitors both at formal gatherings and at any informal meeting, even in a social context.

Subjects to avoid are:

- Prices, discounts, or price-related contractual terms. This includes planned or implemented price increases (whether or not a precise amount of the increase is included, the dates of planned price increases or announcements, mark-ups, rebates, allowances, credit terms, promotions, or any other data that would have a bearing on price (e.g. costs, production volumes, capacity, inventories, sales). Government-imposed prices and reimbursement policies are not included in the subjects to be excluded;
- Client relations and customer credit risk, including among others the identities of individual customers or sales territories
- Contract tenders, ongoing bids or plans to bid for business as well as the corporate procedures for responding to tenders;
- Business plans or commercial strategy and forecasts of market evolution;
- Competitive strengths/weaknesses in particular areas;
- Production planning or output levels, including inventory/order backlog;
- Individualised data about production volumes, sales or capacity. It is particularly important that such data is not exchanged in relation to specific competitors (e.g. the top three producers for a particular sales segment in the last quarter).
- Product development or investment in research programs which is not yet widely known;
- Individualized market share data.

It is acceptable to discuss public policy, educational and scientific developments, regulatory matters of general interest (including Government-imposed prices or reimbursement policies), demographic trends, generally acknowledged industry trends, publicly available information and historical information that have no impact on future business. Members may display or demonstrate new or existing products, but not discuss non-public R&D or production plans.