

RESEARCH AGREEMENT

リサーチ合意書

Between

PHYSIOGENEX S.A.S., Prologue Biotech, 516 rue Pierre et Marie Curie, 316670 LABEGE
(hereinafter called "PHYSIOGENEX")

on the one hand

and

XXXX
(hereinafter called "XXX") 顧客名

on the other hand

Whereas, PHYSIOGENEX and XXX have proposed a research project entitled " **Effects of**
..... " (hereinafter called "STUDY") as described in detail in Appendix A: Study Plan.

PhysiogenexとXXX（顧客名）はAppendix A: Study Planに記される“###の効果”（以後STUDYという）という名称の研究・プロジェクトを提案する。

Whereas, XXX is interested to have this STUDY be performed by PHYSIOGENEX under the auspices of PHYSIOGENEX under the terms and conditions of this Research Agreement (hereinafter called "AGREEMENT").

XXX（顧客）はこのリサーチ合意書（以後 AGREEMENT という）に基づく、PHYSIOGENEXによるSTUDY実行を意図する。

Therefore, the parties hereto agree as follows:

以下について合意する

1. Description of the STUDY STUDYの提議

- 1.1. PHYSIOGENEX shall carry out the STUDY in its own name and under its own responsibility and strictly as described in Appendix A. XXX and/or its AFFILIATED COMPANIES (as defined below) shall provide pertinent information (hereinafter called "INFORMATION") and the necessary amount of material as described in Appendix A (hereinafter called "MATERIAL"). PHYSIOGENEXはAppendix A.に表現されたSTUDYを責任を持って実施する。XXXとその関係会社（下記に規定）は適切な情報（以下INFORMATIONという）とAppendix A.に記された必要なマテリアル（以下MATERIALという）を提供する
- 1.2. PHYSIOGENEX will use the MATERIAL in compliance with the STUDY plan solely for investigation in the laboratory of PHYSIOGENEX and for non-human scientific research purposes only and will not supply it to any investigators outside said laboratory and/or to any third parties. PHYSIOGENEX will not chemically or biologically modify the MATERIAL or take any actions to determine its chemical structure, unless to the extent allowed in writing by XXX.

PHYSIOGENEX は STUDY プランのコンプライアンスに規定に限定して MATERIAL を使用する。場所は PHYSIOGENEX ラボ内、非ヒト学術リサーチ目的に限り、その他の外部研究者、ラボ、第三者に譲渡しない。PHYSIOGENEX は MATERIAL の科学的・生物学的操作を行わず、XXX の書面による許可が無い限り化学的構造の特定もしない。

- 1.3. PHYSIOGENEX shall conduct the STUDY in accordance with the applicable laws and guidelines regarding animal testing in France. PHYSIOGENEX herewith confirms that PHYSIOGENEX will strictly abide by all applicable laws and regulations and that PHYSIOGENEX will use its best efforts so that the welfare of the animals involved with the testing is adequately and fairly protected.

PHYSIOGENEX はフランスの動物実験における適応法令・ガイドラインに基づき STUDY を実施する。厳格に適応法令を確認し、試験手法等において動物福祉に基づく最善の努力をする。

- 1.4. PHYSIOGENEX will perform the STUDY with fully qualified and trained personnel with the highest level of knowledge and experience in animal testing.

PHYSIOGENEX は動物実験において完全に認定・トレーニングされた最高位の知識と経験を持つ職員で STUDY を実施する。

PHYSIOGENEX may subcontract a part of the STUDY as indicated in the Appendix A and with the consent of XXX. PHYSIOGENEX is responsible and liable for the performance of the Study by subcontractors in compliance with this agreement.

PHYSIOGENEX は XXX との合意の下、Appendix A に示される STUDY の一部をサブコントラクトする可能性がある。PHYSIOGENEX はこの合意コンプライアンスに則った、サブコントラクターの STUDY 実施において責任を持つ。

- 1.5. Should any local and/or national government authority conduct, or give notice of intent to conduct, an inspection or take any other regulatory action with respect to the conduct of the STUDY by PHYSIOGENEX under this AGREEMENT, PHYSIOGENEX will promptly give XXX notice thereof, supply all information pertinent thereto and XXX shall have the right, but not the obligation, to be present at any such inspection or regulatory action.

地区・現地政府の指導による、PHYSIOGENEX 実施の STUDY の監査もしくは法的処置が起きた場合、PHYSIOGENEX は XXX に速やかに報告し、全ての情報を提供する。XXX はその監査・法的処置において、同席する権利を持つがその義務はない。

- 1.6. If, during an audit, or following an inspection, XXX discovers non-compliance with the applicable laws and regulations in the treatment of the animals, XXX can request immediate correction or terminate the AGREEMENT with immediate effect.

もし監査が行われた場合、その最中及び後に XXX が動物の処置の適応法・規定においてコンプライアンス違反を見つけた場合、XXX は速やかな改善の要求、もしくは合意の終了をする事が可能。

2. Reports レポート

- 2.1 Within three (3) months of completion of the STUDY, PHYSIOGENEX shall submit to XXX a final report describing the work as envisaged in the AGREEMENT and giving the RESULTS (as defined below) obtained.

STUDY 完了から 3 カ月以内に PHYSIOGENEX から XXX へ AGREEMENT に基づく RESULTS (下記に定義) を含むファイナル・レポートが送られる。

3. Intellectual Property 知財

- 3.1 All data and results, whether patentable or not, which arise in connection with this AGREEMENT (hereinafter called “RESULTS”) will become the sole property of XXX. XXX shall be free to use the RESULTS in any form whatsoever. In case of exploitation of the RESULTS by XXX, PHYSIOGENEX and/or any of its employees and/or collaborators shall not be entitled to any royalties, or other rights of compensation whatsoever.
 全てのデータ・結果はそれが特許性を有するか否かに関わらず、全ての AGREEMENT に関するもの（以下 RESULTS という）は XXX に単独の所有権がある。XXX は RESULTS を自由に使用出来る。XXX によって RESULTS から発見された物は、PHYSIOGENEX およびその職員、共同業務実施者にもその他の権利や報酬義務が発生しない。
- 3.2 XXX shall be entitled to file in its own name relevant patent applications and resultant patent rights shall also be owned by XXX. PHYSIOGENEX shall execute any instruments which XXX shall deem necessary to apply for and obtain letters of patent and XXX shall compensate PHYSIOGENEX for the time devoted to said activities and reimburse PHYSIOGENEX for any reasonable expense incurred.
 XXX は特許出願・結果における特許に対する唯一の権利者となる。PHYSIOGENEX は XXX が特許の申請・所得に必要と考える指示を実行するものとする。XXX は PHYSIOGENEX に費やした時間と活動について補償するものとし、発生した合理的な費用を支払う。

4. Confidentiality 秘密性

- 4.1 PHYSIOGENEX undertakes during the validity of this AGREEMENT and also thereafter to keep in confidence the RESULTS, the INFORMATION and the MATERIAL, collectively referred to as “CONFIDENTIAL INFORMATION” and will not divulge such CONFIDENTIAL INFORMATION to any third parties or use it for any other purpose other than in compliance with this AGREEMENT, except as follows:
 PHYSIOGENEX は AGREEMENT 有効期間およびその後においても CONFIDENTIAL INFORMATION とされる RESULTS、INFORMATION、MATERIAL の秘密性を保証し、第三者組織もしくは他の使用に則しても AGREEMENT のコンプライアンス目的以外には開示しない。例外の場合は以下の通り
- a) to the extent such CONFIDENTIAL INFORMATION is public knowledge or after disclosure hereunder becomes public knowledge through no fault of the PHYSIOGENEX; or
 CONFIDENTIAL INFORMATION が広く公共に知られた場合、もしくは PHYSIOGENEX の過失なく公共に開示された場合。
 - b) to the extent such CONFIDENTIAL INFORMATION can be shown by PHYSIOGENEX to have been in its possession or control on a non confidential basis prior to the date of disclosure hereunder; or
 CONFIDENTIAL INFORMATION がこの契約に基づいて開示する前に PHYSIOGENEX に知られており、且つ秘密にしていなかった状態だった時。
 - c) to the extent such CONFIDENTIAL INFORMATION is received by PHYSIOGENEX from any third party without any obligation of confidentiality to XXX; or
 CONFIDENTIAL INFORMATION が最三者組織によって XXX への秘匿義務無しに PHYSIOGENEX に開示された場合。
 - d) to the extent the RESULTS have been approved for publication as per article 5 below; or
 RESULTS が下記の 5 章に当てはまる形で公開許可を得た場合

- e) to the extent such CONFIDENTIAL INFORMATION is required to be disclosed pursuant to a judicial or governmental order, provided that the PHYSIOGENEX gives XXX sufficient notice to permit XXX to seek a protective order or other similar order with respect to such CONFIDENTIAL INFORMATION.

CONFIDENTIAL INFORMATION が法的に公開を要求され、PHYSIOGENEX が XXX に十分な通知と XXX による公開しないで済む努力、もしくはそれに類似の努力した上で XXX による許可を得た場合。

- 4.2 PHYSIOGENEX shall ensure that all its collaborators (e.g. employees, students and postdocs) will be under the same secrecy obligation.

PHYSIOGENEX は全ての共同者（例：職員、生徒、ポスドク）は同じ秘匿義務がある事を認識している。

- 4.3 Any disclosure of CONFIDENTIAL INFORMATION to PHYSIOGENEX by (i) XXX or any of its AFFILIATED COMPANIES, or (ii) any unaffiliated third party at the request of XXX or any of its AFFILIATED COMPANIES, shall be deemed to be a disclosure made by XXX under this AGREEMENT. For the purposes of this AGREEMENT, the term "AFFILIATED COMPANY" shall mean:

i) XXX もしくは関連企業、ii) XXX によって要求されたあらゆる非関連・第三者組織およびその関連企業より PHYSIOGENEX に成された CONFIDENTIAL INFORMATION のあらゆる開示は、AGREEMENT に基づく XXX より開示されたと認識する。AGREEMENT の目的を果たす為の AFFILIATED COMPANY は下記とする：

- a) an organization, which directly or indirectly controls a party to this AGREEMENT;
直接・非直接的に AGREEMENT の当事者を制約し得る組織
- b) an organization, which is directly or indirectly controlled by a party to this AGREEMENT;
直接・非直接的に AGREEMENT の当事者に制約され得る組織
- c) an organization, which is controlled, directly or indirectly, by the ultimate parent company of a party.
直接・非直接的に当事者の最終的な親会社によって制約され得る組織

“Control” as per a) to c) is defined as owning more than fifty percent of the voting stock of a company or having otherwise the power to govern the financial and the operating policies or to appoint the management of an organization.

a) ~ c)までの“制約”力とは50%以上の議決権株を保有している企業、もしくは経済的、経営的に統括し得る力がある組織、もしくは経営陣選任の力を持つ組織となる

5. Publication 開示

- 5.1 No publication of the RESULTS obtained under this AGREEMENT is permitted without prior written approval by XXX.

AGREEMENT に基づいて取得した RESULTS については XXX の許可が無い限り開示しない。

6. Compensation / Payment terms 賠償／支払期限

- 6.1 The costs of the STUDY have been estimated by the PHYSIOGENEX and have been fixed mutually by the parties hereto at a total sum of **?? Euro**.
 STUDYのコストについてはPHYSIOGENEXによって見積もられ、双方の合意によって決定される。通貨は_____（ユーロ?!）で合計される。

Payment events (Deliverables)/ Payment Schedule: 支払方法・支払スケジュール

TO BE INCLUDED

- 6.2 This is an all-inclusive payment that includes, but is not limited to, salary of the staff and any related costs, costs of the STUDY, overhead, consumables, equipment, support functions, travel and meeting costs, taxes and additional costs such as packaging, transport and insurance (excluding VAT, if applicable, which will be paid by **XXX** separately). PHYSIOGENEX shall not be entitled to any further financial reimbursement under this AGREEMENT without written approval of **XXX**.

この支払は職員サラリーとそれに関連のコスト、STUDYのコスト、関連費用、消耗品、器材費用、補佐物品、移動・会議費、税（追加価値税（VAT）があった場合は含まない、XXXが負担する事になる）、梱包、輸送、保険コストを含み、それに限定しない全てを含む。

PHYSIOGENEXはXXXが書面にて同意しないこれ以外のAGREEMENTに対する金銭支払いを請求する権限はない。

- 6.3 All invoices shall be addressed to:
 全てのインボイスは下記に送られる

XXX (name and address 名称と住所)

- 6.4 All payments shall be made into a bank account held by PHYSIOGENEX :
 全ての支払いはPHYSIOGENEXの銀行口座に振り込まれる

IBAN (International Bank Account Number)						
FR76	1310	6005	0010	2592	1115	134
Code BIC (Bank Identification Code) - Code swift:						
AGRIFRPP831						

- 6.5 **XXX** will make settlement upon acceptance of quality and progress of work, within thirty (30) days of receipt of invoices.

XXXは仕事の品質と進捗を確認しつつ、インボイスを受け取ってから30日以内に支払う。

7. Term and Termination 期間と終了

- 7.1 This AGREEMENT shall come into effect on the date of signature by both parties and it is the intention of both parties to continue the AGREEMENT until the end of the STUDY (including receipt of the STUDY report by **XXX**).

AGREEMENT は両者の署名日付をもって有効となり、AGREEMENT 期間中は STUDY が終了する (XXX がレポートを受領する) まで続く事を意図する。

7.2 This AGREEMENT may be renewed or extended upon mutually agreeable terms and conditions. AGREEMENT は双方の同意において更新・延長し得る

7.3 In the event that either party hereto commits any material breach of this AGREEMENT and fails to remedy such breach within thirty (30) days after receipt of written notice thereof from the other party, the party giving notice may, at its option and in addition to any other remedies which it may have, terminate this AGREEMENT by sending written notice to the breaching party, and such termination shall be effective as of the date of the receipt of the notice.
双方どちらかが AGREEMENT における違反をし、それに対する回復が違反側への書面による違反事実の通知から 30 日以内に出来なかった場合、違反を告知した側はそちらの選択肢として書面による通知によりその他可能な改善策に加えて AGREEMENT の終了をする事が出来る。終了する場合は終了通知が受け取られた日より有効とする。

7.4 Any termination or expiration of this AGREEMENT shall not affect any rights which have vested in either party as of the effective date of such termination and/or expiration.
どの様な AGREEMENT の終了・期限満了も、双方に与えられたあらゆる権限に対して終了・満了日における影響を与えない。

7.5 In the event that XXX terminates the AGREEMENT for whatever reason, PHYSIOGENEX will stop all activities under the AGREEMENT immediately other than those which are required to fulfill legal obligations. XXX shall at its sole discretion specify which activities must be completed by PHYSIOGENEX.
XXX が如何なる理由に寄っても AGREEMENT を終了させた場合、PHYSIOGENEX は AGREEMENT に関する法的責任を果たす為以外の全ての作業を即座に停止する。この場合 XXX は PHYSIOGENEX がどの作業を引き続き実施して完了させるべきかを決定する唯一の裁量権を持つ事となる。

7.6 In case of termination, PHYSIOGENEX shall be entitled to a pro rata payment based on the work performed by the PHYSIOGENEX pursuant to the terms of this AGREEMENT, unless this AGREEMENT was terminated by XXX as per Article 7.5. If the amounts paid by XXX to the PHYSIOGENEX in connection with the work performed under this AGREEMENT exceed such pro rata amount, then the PHYSIOGENEX shall promptly refund such excess to XXX, and if such pro rata amount exceeds the amount already paid by XXX to the PHYSIOGENEX, then XXX shall promptly pay the amount of such excess to the PHYSIOGENEX.
7.5 に記載された XXX より終了をされた場合を除いて AGREEMENT が終了になった場合、PHYSIOGENEX は AGREEMENT に規定された自身が実施した業務の按分支払いを請求する権利を有する。もし AGREEMENT に関して XXX が PHYSIOGENEX に既に支払った料金が按分支払よりも多い場合、PHYSIOGENEX はその後速やかにその超過分を XXX に払い戻す。もし按分支払が XXX が既に支払った料金よりも多い場合、XXX は PHYSIOGENEX に速やかにその超過分を払う。

8. Miscellaneous その他

8.1 **Authority.** PHYSIOGENEX hereby declares that activities under this AGREEMENT are not in violation with any rules, laws or the terms of any other agreement previously entered into between PHYSIOGENEX and any third party. PHYSIOGENEX attests by signing this

AGREEMENT to be entitled to enter into the contractual relationship with **XXX** and that it does not violate obligations towards any third parties.

権限 PHYSIOGENEX は AGREEMENT に関する作業は如何なる規定、法律、その他の PHYSIOGENEX と交わした第三者との合意項目にも反さない事を宣言する。PHYSIOGENEX は AGREEMENT に署名する事によって XXX と契約を伴う関係になった事を証明し、また第三者組織との義務に違反していないことを証明する。

8.2 Assignment. PHYSIOGENEX shall not transfer or assign this AGREEMENT or any of its rights or obligations hereunder to any third party without prior written consent of **XXX**.

譲渡 PHYSIOGENEX は事前の書面により XXX との合意が無い限りこの AGREEMENT、もしくは付随するあらゆる権利・責任を第三者組織に移譲・委任しない。

8.3 Change in Circumstances. PHYSIOGENEX agrees to promptly inform **XXX** in writing of any event or change in circumstances which could reasonably affect its ability to perform hereunder in the manner and timelines contemplated by the parties.

状況の変化 PHYSIOGENEX は XXX にあらゆる出来事・作業に影響が出得ると判断出来る状況によって起こる変更があった場合、それを書面により速やかに報告する事に同意する

8.4 No Waiver. No failure to exercise any right or demand performance of any obligation under this AGREEMENT shall be deemed a waiver of such right or obligation.

権利放棄 AGREEMENT においてあらゆる権利や責任業務の遂行要求を怠ったとしても、これらの権利や責任の放棄とはみなされない。

8.5 Entire Agreement. This Agreement constitutes the entire agreement between **XXX** and PHYSIOGENEX with respect to the conduct of the STUDY contemplated herein and supersedes all previous negotiations, commitments and writings relating thereto. If there are contradictions between the provisions of this AGREEMENT and any Appendix, the provision of this AGREEMENT will take precedence. All general terms and conditions of PHYSIOGENEX shall be expressly excluded from this AGREEMENT.

合意全体について この合意書は XXX と PHYSIOGENEX の STUDY に関するものの全てであるものとして構成し、それ以前に交わされた全ての話し合い、約束、書面された物に変わる物とする。もしこの AGREEMENT および如何なる Appendix より前のものの間に反する事項が存在した場合、この AGREEMENT の規定が優先となる。全ての PHYSIOGENEX 一般条項はこの AGREEMENT では除外される

8.6 Modifications. No modifications or changes to this AGREEMENT, including the scope of the STUDY and/or any Appendix, shall be effective unless set forth in a written amendment and signed by PHYSIOGENEX and **XXX**.

修正 STUDY、Appendix の範囲を含む AGREEMENT の修正・変更は、その旨が書面化され PHYSIOGENEX と XXX にて署名された場合を除いて無い。

8.7 Use of Names. Neither party shall use the other party's name or trademarks or its AFFILIATED COMPANIES' names or trademarks for publicity or advertising purposes or in a press release without the prior written consent of the other party.

名称使用 どちらの組織も一般公開、宣伝、プレスリリースをする時、書面による合意が無く相手組織および AFFILIATED COMPANIES(関連会社)の名前、トレードマークを使用してはならない。

8.8 Choice of Law and Jurisdiction. This AGREEMENT shall be governed by and construed for all purposes in accordance with the laws of France without regard to the provisions related to conflicts of law. The competent courts of Toulouse shall have the exclusive jurisdiction.

法律・裁判権 この AGREEMENT はそれ以前に行われた如何なる関連事項における法的違いに関係無く、全ての目的に置いてフランス法によって統括される。ツールーズの有効となる法廷が独占的な裁判権を持つ。

Toulouse,

PHYSIOGENEX

Dr. Thierry SULPICE

Dr

???,

XXX

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???

Appendix A: Study Plan