

LifeTime

Associated Partner Agreement

between

[Name and address of Associated Partner]

- hereinafter referred to as “Associated Partner” -

and

MAX DELBRÜCK CENTRUM FÜR MOLEKULARE MEDIZIN (MDC), Robert-Rössle-Straße 10, 13125 Berlin, Germany

as a Party and the Coordinator of the LifeTime Consortium, hereinafter referred to as “Consortium”

- hereinafter referred to as “Coordinator” -

The Associated Partner and the Coordinator are hereinafter, jointly or individually, referred to as “Parties” or “Party” relating to this Associated Partner agreement of the project “Revolutionizing Healthcare by Tracking and Understanding Human Cells during Disease” (the “Project”).

Background:

Understanding how genomes function within cells, and how cells form tissues and dynamically remodel their activities when tissues progress towards disease is among the grand science and technology challenges of our era. The early detection and interception of chronic and progressive diseases would alleviate enormous suffering and a heavy, growing burden on our economy and ageing society. LifeTime aims to revolutionize healthcare by developing and integrating several emerging, disruptive technologies (single-cell multi-omics, advanced imaging, machine learning/artificial intelligence (AI), organoids, and CRISPR-Cas). LifeTime technologies will track and decipher the activity of our genomes (our “book of life”) in individual cells as they progress through time (ageing or disease)-“LifeTime”. LifeTime's unifying goal is to quantify, model, and predict cell trajectories in tissues and whole organisms. Its long-term vision is that LifeTime technologies will inform the physician about the molecular history of a patient's tissues, their future, and the consequences of perturbations or medical treatments, leading to early diagnosis and effective interception of disease. LifeTime scientists are world-leaders in the required technologies and are committed to establishing an open and dynamic network. LifeTime's focus on developing, integrating and applying several disruptive technologies will induce long-lasting structural changes in European

life sciences and healthcare and establish leadership in AI applications for medicine. Together with many industrial partners, we will develop technologies to redefine diagnosis and pathology, and set new standards for mechanism-based drug discovery and disease management for the 21st century. Such advances and their ensuing medical transformation will significantly impact the health of European citizens and stimulate the economy with tremendous benefit for society as a whole.

Whereas:

The Consortium is funded by the European Union's Horizon 2020 research and innovation framework programme under the Grant Agreement n° 820431.

The Coordinator, for purposes of entering into this AP Agreement, represents the existing partners of the Consortium.

The Associated Partner agrees to become part and involved with certain activities of the Consortium. The Parties wish to specify the following binding commitments among themselves. Insofar as not regulated differently below, the Associated Partner shall be bound by the terms and conditions under Sections 1, 4, 5, and 8 to 11 of the LifeTime Consortium Agreement (the "Consortium Agreement") mutatis mutandis, which forms part of this Associated Partner Agreement (the "Agreement"). Only the specific amendments for the cooperation between the Associated Partner and the Consortium are given here.

1. Aim of the Collaboration

The primary aim of the Associated Partner Scheme is to enable the wider scientific community to actively participate in building the foundations and framework for a pan-European biomedical large scale research initiative, that will revolutionise healthcare by enabling the understanding of human diseases at unprecedented molecular and cellular resolution.

2. Roles and Responsibilities

During the term of this Agreement, the Associated Partner support the Consortium's activities and aims as described in the Consortium Plan of the Project. However, nothing in this section or in this Agreement shall obligate the Associated Partner to participate in or provide efforts for a specific activity as described in the Consortium Plan.

3. Confidentiality and Disclosure of Information

All regulations set out in the Consortium Agreement with respect to confidentiality and disclosure apply to information and data exchanged between the Consortium and Associated Partners.

4. Access Rights

For the avoidance of doubt and in accordance with clause 8 of the Consortium Agreement all Results generated under the Project shall be owned by the Party, Associated Partner or Consortium member who generated them.

Access Rights to Results of the Consortium needed for the performance of the own work of an Associated Partner under the Project shall be granted on a royalty-free basis to all Parties. Liabilities are limited as described in section 5 of the Consortium Agreement. Any additional Access Rights, e.g. Access Rights for Exploitation as well as Access Rights to Background, require separate agreements between the owner of the Background or Results and are at the sole discretion of the owner to grant.

5. Additional Regulations:

The Associated Partner shall be allowed to participate in General Assembly meetings but has no voting rights.

Associate partners will be able to participate in the Work Package working groups, attend meetings and be represented on the Steering Board.

The Associated Partner agrees to follow all guidelines and policies that will be implemented by the Consortium where applicable to their activities. The Coordinator warrants that when such guidelines or policies are updated it will provide all updated guidelines and policies to the Associated Partner.

No Party shall use the name or any logo of the other Party in any press release or product advertisement, or for any other promotional purpose, without the other Party’s prior written consent. Notwithstanding, the Associated Partner may publicly disclose that it is an Associated Partner of the Project and use the LifeTime acronym and logo on its website, publications and lecture material. The Parties agree that their name and logo as well as the LifeTime acronym and logo may be included in any publication related to the Project.

6. Entry into Force, Duration and Termination

This Agreement shall have effect upon signature by a duly authorised representative of the Associated Partner and the Coordinator. It shall continue in full force and effect until the end of the Project.

Agreed by:

The Coordinator on behalf of the LifeTime Consortium:

Date:

Name:

Signature:

and

Associated Partner

Date:

Name:

Signature: