

EVALUATION AGREEMENT ON SITE

This Evaluation Agreement (the "**Agreement**") is made and entered into this day of Month Date, Year (the "**Effective Date**") by and between Company, a Country/State corporation with offices located at Address ("**COMPANY**") and Bhami's Research Laboratory, Pvt. Ltd., with offices located at 2nd floor City Point Building, Kodialbail, Mangalore, Karnataka, India 575003 ("**Supplier**"). COMPANY and Supplier may be referred to individually as "**Party**" and collectively as "**Parties**".

WHEREAS, Supplier is the owner of the certain technology known as Viscosity Reducing Excipient Technology, as described in Attachment A (the "**Formulation Technology**").

WHEREAS, Supplier desires to allow COMPANY to use the Formulation Technology with COMPANY Materials for a limited time, for the purpose of producing formulated COMPANY Material, as defined below, ("**Formulated Material**") in order to evaluate the effectiveness of the Formulation Technology with such COMPANY Material and for the purpose of determining whether COMPANY desires to license or purchase the Formulation Technology (the "**Purpose**").

NOW THEREFORE, in consideration of the promises and mutual covenants set forth herein, the parties hereto, intending to be legally bound hereby, agree as follows:

1 *Evaluation Period*: The evaluation period will begin on the Effective Date and will end twenty (20) weeks after the Effective Date (the "**Evaluation Period**").

2. Definitions.

(a) "Affiliate" shall mean, with respect to any Party, any corporation, partnership, limited liability company or other legal entity which, directly or indirectly, controls, is controlled by, or is under common control with, the specified Party. For purposes of this definition, the term "Control" as applied to any Party or entity, means the possession, directly or indirectly, of the power to direct or cause the direction of the management of that Party or entity, whether through ownership of voting securities or otherwise.

(b) "**COMPANY Confidential Information**" shall mean the Confidential Information of COMPANY, including, without limitation, Confidential Information regarding the COMPANY Materials, and information solely relating to the COMPANY Materials that: (i) is learned by Supplier in connection with its performance under this Agreement or (ii) uses Confidential Information provided by COMPANY to Supplier under this Agreement.

(c) "**COMPANY Materials**" shall mean any and all COMPANY proprietary materials used with Supplier's Formulation Technology as set forth in Attachment A.

(d) **Confidential Information**" shall mean all written, visual, oral and electronic confidential, nonpublic data and information, including, without limitation, financial, commercial,



business or technical information (i) furnished by one Party to the other Party in connection with this Agreement, including without limitation, any such information or materials provided to facilitate the Evaluation, and (ii) information learned by one Party that solely relates to the information provided by the other Party in (i). For avoidance of doubt, Confidential Information shall include information relating to the Formulated Material which shall be the Confidential Information of both Parties.

Confidential Information that the Disclosing Party discloses to the Receiving Party hereunder, shall not include any of the following to the extent that the Receiving Party can establish, by competent proof, that any such Confidential Information:

- 1. (i) is in the public domain at the time of disclosure by the Disclosing Party;
- 2. (ii) becomes part of the public domain by publication or otherwise after

disclosure by the Disclosing Party, other than by breach of this Agreement by the Receiving Party;

(iii) was lawfully in the Receiving Party's or any of its Affiliates' possession, without restriction as to confidentiality or use, at the time of disclosure by the Disclosing Party;

(iv) is provided to the Receiving Party or any of its Affiliates, without restriction as to confidentiality or use, by a third party lawfully entitled to possession of such Confidential Information and who does not violate any contractual, legal or fiduciary obligation to the Disclosing Party by providing such Confidential Information to the Receiving Party; or

(v) as shown by written or other tangible evidence, is independently developed by employees or agents of the Receiving Party who did not have access to or use the Confidential Information of the Disclosing Party.

For the avoidance of doubt, specific Confidential Information disclosed to the Receiving Party by the Disclosing Party shall not be deemed to be in the public domain, or in the Receiving Party's prior possession, merely because such Confidential Information also contains more general information which is publicly known or in the Receiving Party's prior possession.

(e) "**Data**" shall mean all data, results, and information obtained through use of the COMPANY Materials and/or COMPANY Confidential Information while performing the Evaluation pursuant to this Agreement.

(f) "**Disclosing Party**" shall mean a Party that discloses its Confidential Information to the other Party under this Agreement.

(g) "**Evaluation**" shall mean the evaluation of the effectiveness of the Supplier's Formulation Technology with the COMPANY Materials as set forth in Attachment A hereto.



(h) "**Receiving Party**" shall mean a Party that receives Confidential Information from the other Party under this Agreement.

(i) "**Supplier Confidential Information**" shall mean Confidential Information of Supplier including, without limitation, the Formulation Technology and Confidential Information solely relating to the Formulation Technology that is: (i) learned by COMPANY in connection with its performance under this Agreement or (ii) that uses Confidential Information provided by Supplier to COMPANY under this Agreement.

3. Use of Confidential Information. COMPANY will evaluate the performance of Supplier's Formulation Technology based on the Data resulting from the Evaluation. COMPANY may use the Supplier Confidential Information in furtherance of the Purpose of this Agreement. Any further use of the Confidential Information of the Disclosing Party by the Receiving Party, if any, shall be governed by a separate written agreement between the Parties. The Receiving Party shall protect the Confidential Information of the Disclosing Party against disclosure to or use by third parties using the same standard of care that the Receiving Party applies to protect its own confidential information of like character (but which in any event shall be not less than a reasonable standard of care), and shall not use or disclose the Confidential Information of the Dirpose specified herein. Neither Party shall disclose the Confidential Information of the other Party to any person other than to its and its Affiliates, employees, agents and scientific consultants who have a direct need to know such Confidential Information for the performance of their duties in connection with the Purpose specified above.

The Receiving Party shall not disclose any Confidential Information of the Disclosing Party to any other person without the express written permission of the Disclosing Party. Furthermore, the Receiving Party shall maintain valid and enforceable agreements with all such employees, agents and consultants, both during and after their relationships with the Receiving Party, that obligate them to use and hold in confidence the Confidential Information of the Disclosing Party in a manner consistent with the obligations of the Receiving Party under this Agreement and the Receiving Party shall take all necessary and reasonable actions to assure such compliance. The Receiving Party shall assume full responsibility and liability to the Disclosing Party for any unauthorized use or disclosure of any Confidential Information of the Disclosing Party and its Affiliates.

This Section 3 shall not however prevent the Receiving Party from disclosing Confidential Information of the Disclosing Party that the Receiving Party is required to disclose under applicable laws or regulations or under an order by a court or other regulatory body having competent jurisdiction; *provided, however*, that except where impracticable or not permitted, the Receiving Party shall give the Disclosing Party reasonable advance notice of such disclosure requirement (which shall include a copy of any applicable subpoena or order) and shall afford the Disclosing Party a reasonable opportunity to oppose, limit or secure confidential treatment for such required disclosure. In the event of any such required



disclosure, the Receiving Party shall disclose only that portion of the Confidential Information of the Disclosing Party that the Receiving Party is legally required to disclose.

4. *Return of Confidential Information.* Within 10 days after receiving a written request from COMPANY to return or destroy COMPANY Confidential Information or Data, and all copies thereof, Supplier shall use all reasonable efforts to return or destroy all notes, summaries, analyses and reports made by Supplier's employees, agents and consultants containing same, including any copies thereof; *provided, however*, that subject to the terms and conditions of this Agreement, Supplier shall be entitled to retain one archival copy thereof solely for purposes of determining its continuing obligations under this Agreement. Within ten (10) days after receiving a written request from Supplier to return or destroy Supplier Confidential Information, and all copies thereof, COMPANY shall use all reasonable efforts to return or destroy all notes, summaries, analyses and reports made by COMPANY's employees, agents and consultants containing same, including any copies thereof; *provided, however*, that subject to the terms and conditions of this Agreement. Within to return or destroy all notes, summaries, analyses and reports made by COMPANY's employees, agents and consultants containing same, including any copies thereof; *provided, however,* that subject to the terms and conditions of this Agreement, COMPANY shall be entitled to retain one archival copy thereof solely for purposes of determining its continuing obligations under this Agreement.

5. *Results.* Data generated in the conduct of the Evaluation shall be solely owned by COMPANY and shall be considered COMPANY Confidential Information (excluding any Data or information exclusively relating to characteristics, functions, features, specifications, performance, and methods of analysis of Supplier's Formulation Technology or instrument systems which shall be solely owned by Supplier and considered Supplier Confidential Information).

6. Intellectual Property.

a. Except as expressly stated in this Agreement, each Party retains sole and exclusive ownership of its Intellectual Property and rights therein already existing as of the Effective Date or which arise after the Effective Date independently of this Agreement ("Background Intellectual Property").

Supplier acknowledges and agrees that COMPANY does and shall own all rights, title, interest in and to the COMPANY Material

- b. COMPANY acknowledges and agrees that Supplier does and shall own all rights, title, and interest in and to the Formulation Technology.
- c. **"Intellectual Property**" means all patent, copyright, trademark and tradename, know-how, trade secrets, industrial designs, data, results, deliverables, ideas, discoveries, inventions, modifications, improvements, reports, and works of authorship whether or not patentable.
- d. "COMPANY Intellectual Property" means any and all Intellectual Property of COMPANY including, without limitation, Intellectual Property created during the Evaluation that relates exclusively to COMPANY Background Intellectual Property, COMPANY Confidential Information, or COMPANY Material, and not to the



Formulation Technology, Supplier's Background Intellectual Property, or Supplier Confidential Information in any respect.

- e. "Supplier Intellectual Property" means any and all Intellectual Property of Supplier including, without limitation, Intellectual Property created during the Evaluation that relates exclusively to the Formulation Technology, Supplier Confidential Information or Supplier Background Intellectual Property, and not to COMPANY Confidential Information, COMPANY Background Intellectual Property and/or COMPANY Material in any respect.
- f. "Joint Intellectual Property" means any and all Intellectual Property that (i) are not COMPANY Intellectual Property or Supplier Intellectual Property, and/or (ii) relate both to (a) COMPANY' Background Intellectual Property, COMPANY Confidential Information, and/or COMPANY Materials, and (b) Supplier's Background Intellectual Property, Formulation Technology, and/or Supplier's Confidential Information. Joint Intellectual Property shall be jointly owned by COMPANY and Supplier. Neither Party may practice and use any such Joint Intellectual Property unless there is a written agreement between the Parties that provides such consent, and neither Party may pursue intellectual property filings or publication of any Joint Intellectual Property without the written consent of the other Party. For avoidance of doubt, Joint Intellectual Property shall include, without limitation, Data generated in the analysis of Formulated Material by COMPANY or by Supplier provided such Data does not include the Intellectual Property of either Party.
- g. COMPANY Intellectual Property is and shall be owned solely by COMPANY, and Supplier hereby assigns and agrees to assign all COMPANY Intellectual Property that Supplier creates or develops during the Term, together with all right, title, interest therein, to COMPANY, whether or not patentable or subject to copyright, for no additional consideration. Supplier Intellectual Property is and shall be owned solely by Supplier, and COMPANY hereby assigns and agrees to assign all Supplier Intellectual Property that COMPANY creates or develops during the Term, together with all right, title, interest therein, to Supplier, whether or not patentable or subject to copyright, for no additional consideration.
- h. Each Party agrees to execute and have executed any assignments, instruments or other documents, and perform such acts, as the other Party may deem necessary or advisable to confirm and vest the other Party's rights, title and interests in Intellectual Property throughout the world. Each Party agrees to reasonably assist the other Party in procuring, maintaining, enforcing and defending such Intellectual Property throughout the world, expenses thereof to be paid solely by the other Party unless otherwise agreed to by the Parties in writing. Each Party agrees to maintain valid and enforceable agreements with each of its employees, agents and scientific consultants who contribute to or create any work performed under this Agreement requiring them to (i) maintain confidentiality of the Disclosing Party's Confidential Information as set forth herein; and (ii) presently assign all of their ideas, discoveries, inventions, improvements and the like to such Party so it can comply with its obligations hereunder; and (iii) reasonably cooperate to establish, confirm or enforce the other Party's Intellectual Property rights throughout the world.



- i. Supplier represents and warrants that, to its present knowledge, Supplier has the right to use and sublicense, in connection with this Agreement, any materials owned by third parties ("**Third Party Materials**") that are used or included in the Evaluation.
- j. Supplier represents and warrants that, to its present knowledge, Supplier's use of any Third Party Materials in connection with the Evaluation does not infringe the intellectual property rights of any third party.
- k. Supplier represents and warrants that Supplier has the right to use and sublicense, in connection with this Agreement, the Formulated Technology, and such use or sublicense to its present knowledge does not infringe the intellectual property rights of any third party.
- COMPANY represents and warrants that COMPANY has the right to use and sublicense, in connection with this Agreement, the COMPANY Material and hereby grants to Supplier a non-exclusive, worldwide, royalty-free, fully paid-up license to Supplier to use the COMPANY Material solely to conduct the Evaluation as set forth in this Agreement.
- m. COMPANY represents and warrants that, to its present knowledge, Supplier's use of COMPANY Material in connection with the Evaluation does not infringe the intellectual property rights of any third party.
- n. Supplier grants to COMPANY, its Affiliates a non-exclusive, worldwide, royalty-free, fully paid-up license to the Formulation Technology and Supplier Background Intellectual Property solely to conduct the Evaluation as set forth in this Agreement. For the avoidance of doubt, such license does not permit COMPANY to use the Formulation Technology and Supplier Background Intellectual Property in connection with the COMPANY Material in a clinical context and does not grant to COMPANY any right contrary to any of the terms of this Agreement, including the terms of confidentiality set forth herein.
- o. Option for License. With respect to Supplier's Background Intellectual Property, Formulation Technology, and Supplier's Intellectual Property, Supplier grants to COMPANY a first option to negotiate, in good faith, the terms of an exclusive commercial license solely for use of the Formulated Material ("Licensing Agreement"). COMPANY shall have three (3) months from the receipt of the Result Summary, as defined in Attachment A, by Supplier, to elect whether to exercise the option ("Option Period"). If COMPANY exercises its option within the Option Period, the Parties shall attempt to negotiate the Licensing Agreement in a commercially reasonable manner and finalize the Licensing Agreement within three (3) months of COMPANY exercising its option, unless the Parties agree otherwise ("Negotiation Period"). If the Parties reach agreement on a Licensing Agreement, the license scope and rates shall fairly reflect the relative contributions of the Parties to the Intellectual Property and, as appropriate, shall contain similar terms as licenses conventionally granted for inventions with reasonably similar commercial potential and shall reflect the cost of subsequent research and development needed to bring the Intellectual Property to the marketplace. Contingent royalty schemes (e.g. based on patent issuance or non-issuance) and other customary provisions may be provided.



- p. Reporting: Patent Application, Filing and Expenses. Supplier will promptly report to COMPANY in writing all inventions that are COMPANY Intellectual Property or Joint Intellectual Property made by Supplier. COMPANY will promptly report to Supplier in writing all inventions made by COMPANY that are Supplier Intellectual Property or Joint Intellectual Property. The Parties will consult with each other regarding the filing or prosecution of Joint Intellectual Property.
- g. With respect to Joint Intellectual Property, and subject to the requirements set forth in Section 6 f. above, COMPANY has the first right but not the obligation to elect to file the joint patent or other intellectual property application(s) thereon at its own expense and shall notify Supplier promptly upon making the election if both Parties agree to file on the Joint Intellectual Property. COMPANY will provide a draft of the proposed application to Supplier in time for Supplier to provide comments and COMPANY will consider such comments in good faith. Supplier will cooperate with COMPANY in connection with such application. COMPANY will provide Supplier with copies of any applications it files and of any written communications to or from the applicable patent or other intellectual property office regarding any such Joint Intellectual Property. If COMPANY does not elect to file such application(s), Supplier shall have the right to file the joint application(s) at its own expense. Supplier will provide a draft of the proposed application in sufficient time to permit COMPANY to provide comments, and Supplier will consider such comments in good faith. COMPANY will cooperate with Supplier in connection with such application. Supplier will provide COMPANY with copies of any applications it files and of any written communications to or from the applicable patent or other intellectual property office regarding any such Joint Intellectual Property.
- r. Nothing in the Agreement is intended to grant or create any right or license to Supplier with respect to any patent rights, copyrights, trademarks or other intellectual property rights owned or controlled by COMPANY, except as expressly set forth in this Agreement.
- s. Nothing in the Agreement is intended to grant or create any right or license to COMPANY with respect to any patent rights, copyrights, trademarks or other intellectual property rights owned or controlled by Supplier, except as expressly set forth in this Agreement.

Supplier shall not assert any right or claim in or to the COMPANY Material itself independent of the Formulation Technology.

7. *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of India, without regard to and without giving effect to its conflict of laws principles, as such laws are applied to agreements made and to be performed within India.

8. *Publicity*. Neither Party shall issue any publicity or press release regarding this Agreement or any contract between the Parties, nor otherwise make any oral or written reference regarding its activities hereunder, without obtaining the other Party's prior written consent, and approval of the contents thereof.



9. *Notices.* Any notice required or permitted hereunder shall be in writing and shall be deemed duly given or made when received, either hand delivered, sent via reputable overnight carrier, or mailed by registered mail, return receipt requested, to the Party to whom the same is so given or made.

If to COMPANY, to:

COMPANY Address Attn: Contact

If to Supplier to: Bhami's Research Laboratory, Pvt. Ltd. 2nd floor, CITY POINT Building, Kodialbail, Mangalore, Karnataka, India - 575003 Attn: Dr Surya Pai CEO

10. *Relationship of the Parties.* Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, agent or employment relationship between Supplier and COMPANY.

11. *Term.* This Agreement shall be effective during the Evaluation Period unless sooner terminated by either Party according to the provisions in this section. Either Party may terminate this Agreement for convenience provided it gives the other Party at least ten (10) days prior written notice of such termination. Either Party may terminate this Agreement if the other Party materially breaches any of the provisions of this Agreement including any breach of warranty. Sections 2 through 6 (inclusive), Sections 8 through 10 (inclusive) and Section 14 and 15 of this Agreement shall survive any expiration or earlier termination of this Agreement.

12. *Entire Agreement.* This Agreement shall constitute the entire understanding between the parties and supersedes any previous communications, representations or agreements whether oral or written. No change or modifications of any of the terms or conditions hereof shall be valid or binding on either Party unless made in writing and signed by an authorized representative of each Party.

13. Delivery. Supplier shall have the right to choose the carrier and method of shipment where Supplier pays the freight charges.

14. Entire Agreement. This Agreement shall constitute the entire understanding between the parties and supersedes any previous communications, representations, or agreements whether oral or written. No change or modifications of any of the terms or conditions hereof shall be valid or binding on either Party unless made in writing and signed by an authorized representative of each Party.



15. Signature; Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. This Agreement may be executed by the exchange of faxed executed copies, certified electronic signatures or executed copies delivered by electronic mail in Adobe Portable Document Format or similar format, and any signature transmitted by such means for the purpose of executing this Agreement shall be deemed an original signature for purposes of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

COMPANY

Name:

Title:

Bhami's Research Laboratory, Pvt. Ltd

Name:

Title:



ATTACHMENT A

Description of Evaluation

Internal Evaluation of Tryptophan and Niacin as Viscosity Reducing Excipients to Reduce Viscosity of mAbs.

Supplier's Formulation Technology: Viscosity Reducing Excipient Technology Supplier's Formulation Technology involves the use of 2 excipients (Nicotinic Acid and Tryptophan) for the development of high concentration protein formulations with reduced viscosity.

COMPANY Materials: undisclosed up to 3 mAbs. (mAb1, mAb2, mAb3)

Supplier's Responsibilities:

- Provide detailed written technical know-how to evaluate the Formulated Technology excipients for viscosity reduction of high conc mAbs
- Provide detailed written protocol / method for the preparation of (i) excipient stock solutions, (ii) sequence of addition of excipients, (iii) any other process and formulation related parameters.
- Available for teleconference at reasonable times and with reasonable frequency to discuss the experimental design and results during studies conducted at COMPANY.

COMPANY's Responsibilities:

- Selection of 1-3 mAbs (To be identified as Mab 1, 2, 3 etc) for the studies Conduct studies to evaluate the effect of Supplier's excipients on viscosity of COMPANY selected mAbs at the highest concentration range possible Discuss the viscosity Data (without and with Supplier's excipients) with Supplier's scientists.
- If the viscosity reduction obtained by using Supplier's excipients meets COMPANY's molecule specific requirements, COMPANY scientists might conduct ((a) short term (3 Month) stability studies at accelerated conditions using selected, molecule specific stability indicating analytical assays.
- COMPANY will share the following Data ("Result Summary") with Supplier during and promptly upon the conclusion of the studies:
 - Viscosity data of 1-3 mAbs without (control) and with Supplier's excipients.
 - High level summary of stability studies
 - Decision of the next steps, if COMPANY decides to conduct additional in-vitro and in- vivo studies in animals in a separate license agreement.



ATTACHMENT A

Description of Evaluation

Internal Evaluation of Tryptophan and Niacin as Viscosity Reducing Excipients to Reduce Viscosity of mAbs.

Supplier's Formulation Technology: Viscosity Reducing Excipient Technology Supplier's Formulation Technology involves the use of 2 excipients (Nicotinic Acid and Tryptophan) for the development of high concentration protein formulations with reduced viscosity.

COMPANY Materials: undisclosed up to 3 mAbs. (mAb1, mAb2, mAb3)

Terms of the Evaluation Study:

- COMPANY will pay a \$25,000 upfront payment to SUPPLIER.
- COMPANY will pay SUPPLIER a \$25,000 payment upon completion of the study after achieving the COMPANY Success Criteria.

SUPPLIER's Responsibilities:

- Provide detailed written technical know-how to evaluate the Formulated Technology excipients for viscosity reduction of high concentration mAbs.
- Provide detailed written protocol / method for the preparation of (i) excipient stock solutions, (ii) sequence of addition of excipients, (iii) any other process and formulation related parameters.
- Available for teleconference at reasonable times and with reasonable frequency to discuss the experimental design and results during studies conducted at COMPANY.

COMPANY's Responsibilities:

- Selection of up to 3 mAbs (To be identified as mAb 1, 2, 3) for the studies Conduct studies to evaluate the effect of Supplier's excipients on viscosity of COMPANY selected mAbs at the highest concentration range possible Discuss the viscosity Data (without and with Supplier's excipients) with Supplier's scientists.
- If the viscosity reduction obtained by using Supplier's excipients meets COMPANY's molecule specific requirements, COMPANY scientists might conduct ((a) short term (3 Month) stability studies at accelerated conditions using selected, molecule specific stability indicating analytical assays.
- COMPANY will share the following Data ("Result Summary") with Supplier during and promptly upon the conclusion of the studies:
 - Viscosity data of 1-3 mAbs without (control) and with Supplier's excipients.
 - High level summary of stability studies



- Decision of the next steps, if COMPANY decides to conduct additional in-vitro and in- vivo studies in animals in a separate license agreement.
- Establish Success Criteria that identify the COMPANY goals for the evaluation study results, related to the performance of the SUPPLIER formulation technology, and may include, but may not be limited to, concentration, viscosity, stability, pH, buffers, etc.
 - Include mutually agreed upon COMPANY success criteria here.
 Example:

Formulation + 30 day accelerated stability studies criteria for success: A monoclonal antibody formulation of \geq 200mg/ml with a viscosity <25 cP (at 20°C). The monoclonal antibody composition also needs to be suitable for clinical subcutaneous administration and stable at 2-8°C for >30 (thirty) days at 20°C and 30°C.

• Subject to the following:

Evaluation under this agreement excludes animal studies, in-vivo or computational studies, manufacturability studies or stability studies beyond those included in the study plan.

- Discuss the viscosity Data (without and with SUPPLIER's excipients) with SUPPLIER's scientists.
- If the viscosity reduction obtained by using SUPPLIER's excipients meets COMPANY's molecule specific requirements, COMPANY scientists may conduct short term (1 Month) stability studies at accelerated conditions using selected, molecule specific stability indicating analytical assays.
- Any further studies with the nicotinic acid and tryptophan containing formulations including but not limited to - long-term stability studies, animal or human studies, drug interaction studies, PK/PD modeling, manufacturability studies, etc. will require an additional license.
- COMPANY will share the following Data ("Result Summary") with SUPPLIER during and promptly upon the conclusion of the studies:
 - Viscosity data of MAb1 without (control) and with SUPPLIER's excipients.
 - High level summary of stability studies
 - Decision of the next steps: If COMPANY evaluation meets the defined success criteria and COMPANY decides to conduct additional in-vitro or invivo studies in animals, a separate license agreement will be negotiated with BRL.



Sample Project Approach

Sr.	Activity	Description
1	Determining a study protocol for mAb1	Company to propose the initial protocol with the required success criteria. BRL team will revise the protocol and provide feedback.
2	Transfer of technical know-how for Formulation	Formulation studies with the help of the BRL team, including short-term stability data points.
3	Joint Project Meetings	 Joint project meetings via videoconference to be held at: a. Kickoff b. Initial mAb formulation work c. Formulation screening and max up-concentration evaluation d. Short-term stability study e. Monthly review meetings with Company and BRL to troubleshoot and share data. f. Conclusion of the overall study with presentation Results Summary
4	Presentation of results	A Results Summary slide deck presentation with data from experiments with mAb1 will be prepared by Company and presented to BRL at joint meetings with BRL. Information shared should not be shared externally or published and falls under CDA.