

Global Research Alliance for Bovine Tuberculosis (GRAbTB)

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made

AMONG:

Organisation Name	Address
Animal and Plant Health Agency (APHA)/Defra	Area 5B, Nobel House, 17 Smith Square, London SW1P 3JR
China Agricultural University	17 Qinghua E Rd, Haidian, Beijing, China
Consejo Nacional Técnico Consultivo de Sanidad Animal (CONASA)	Edificio de Posgrado e Investigación, Universidad Nacional Autónoma de México, Ciudad Universitaria, Cd. Universitaria, 04510 D.F., Mexico
Empresa Brasileira de Pesquisa Agropecuária (Embrapa)	Embrapa Gardo de Corte, Av. Rádio Maia, 830 - Vila Popular, Campo Grande - MS, Brazil
Instituto Nacional de Tecnología Agropecuaria (INTA)	INTA Los Reseros y Nicolás Repetto CP, 1686 Hurlingham, Argentina
Moredun Research Institute	Moredun Scientific Ltd, Pentlands Science Park, Bush Loan, Penicuik, Midlothian, EH26 0PZ
Pennsylvania State University	Office of Sponsored Programs, 110Technology Center, University Park, PA 16802-7000
The University Court of the University of Edinburgh, acting through its Roslin Institute	Easter Bush Campus, Midlothian EH25 9RG, United Kingdom
Tamilnadu Veterinary and Animal Sciences University (TANUVAS)	Chennai – 600 051
University College Dublin	Belfield, Dublin 4, Ireland
University of Illinois Urbana-Champaign (UIUC)	The Board of Trustees of the University of Illinois c/o Office of Sponsored Programs, 1901 South First Street, Suite A Champaign, IL 61820-7406
The Chancellor, Masters and Scholars of the University of Cambridge	The Old Schools, Trinity Lane, Cambridge, CB2 1TN, United Kingdom
University of Nottingham	School of Veterinary Medicine and Science, University of Nottingham, Sutton Bonington Campus, Loughborough, Leicestershire LE125UD, UK
VISAVET Health Surveillance Centre/Complutense University of Madrid	Avenida de Sénica 2, 28040, Madrid, Spain
Wildlife Disease Laboratory, Michigan Department of Natural Resources	4125 Beaumont Road, Room 250, Lansing, MI 48910-8106, USA

Collectively called “the Participants”

RECITALS:

- A. The Participants have recognized capabilities and expertise in a broad range of advanced technologies and research capabilities in fields that are of potential strategic, tactical or commercial interest to each other in the area of bovine TB (bTB).
- B. The Participants wish to cooperate to form a Global Research Alliance for bovine TB (GRAbTB) for the purpose of fostering research cooperation and technical exchange through a matrix approach for the GRAbTB participants to:
- enhance each Participant's specific expertise;
 - safely carry out research into bTB;
 - promote knowledge and awareness in relation to bTB; and
 - bring to bear the required cutting edge technologies that can realistically deliver a new generation of vaccines, diagnostics and related strategies in relation to bTB.
- C. The Participants envisage that the members of the GRAbTB will through collaboration with each other be the global leaders in scientific and technical knowledge for economically viable, socially and environmentally responsible detection management and eradication of bTB.
- D. The purpose of this MOU is to describe the cooperative relationship among the Participants to facilitate the sharing of confidential information and the development of proposals for research and development projects among them. This MOU is intended to set out principles and guidelines to be followed by the Participants in discussing and establishing proposals and not itself to set out terms and conditions governing the conduct of specific research and development projects.
- E. Whilst the Participants acknowledge that this MOU is not intended to set out terms and conditions governing the conduct of specific Research Projects ("Research Projects"), it is expected to result in:
- the sharing of relevant information on a confidential basis with the aim of identifying needs and capabilities of the Participants;
 - the establishment of a working relationship between the Participants which is targeted to the Participants' specific needs;
 - the establishment of research and development projects of interest to all Participants;
 - closer linking of strategic planning of all Participants; and
 - the creation of a non-binding relationship among the Participants to be known as the Global Research Alliance for bovine TB (GRAbTB).
- F. The Participants acknowledge that issues relating to confidentiality will be dealt with in separate confidentiality agreements among them before confidential information will be exchanged.
- G. The Participants acknowledge that notwithstanding Recital E, each of them is free to undertake research on their own or in conjunction with third persons, and that the Participants will cooperate only in circumstances where each of them agrees cooperation is for their benefit and each is satisfied that the specific provisions covering that cooperation are appropriate.

1. RECORD OF INTENTIONS

The Participants do not intend that this MOU will be in any way binding. It serves only as a record of the Participants' separate intentions pending execution of specific agreements for each Research Project as contemplated by clause 4.

2. FIELDS OF RESEARCH

2.1 The Participants intend to cooperate to identify fields of research of interest to the Participants ("Fields of Research").

2.2 A Field of Research is one which fulfils the following criteria:

- (a) it is of sufficient strategic, tactical or commercial interest; and

(b) it is within the capacity of each Participant to carry out its obligations.

2.3 The Fields of Research will be in the area of the detection, management and eradication of bovine TB (bTB) and any other areas of scientific research and development the Participants agree to focus on.

2.4 Subject to the terms of any Research Agreement, each Participant will have the right, in any Field of Research related to a Research Agreement, or otherwise, to:

- (a) conduct research independently;
- (b) continue existing commitments, or make new ones; and
- (c) exploit or otherwise take advantage of its intellectual property.

3. CONFIDENTIAL INFORMATION EXCHANGE

The Participants confirm their intention to exchange, to the extent deemed necessary by the disclosing entity, information on a confidential basis relevant to potential Research Projects within the agreed Field of Research.

4. RESEARCH AGREEMENTS

4.1 The Participants confirm their intention subsequently to develop Terms and Conditions for the carrying out of research and development projects. If the Participants identify a project where each determines they would wish to work in conjunction with the other, it is the intention of the Participants to enter into separate Research Agreements for each such project and each agreement should, as appropriate, adopt the relevant Terms and Conditions and specifically set out any terms and conditions which differ therefrom. Set out in the Attachment in schematic form is an outline of the structure of such documents (the "Research Documentation").

4.2 The Research Agreements may include provisions dealing with, amongst other things:

- (a) the provision of a Project Plan ("Project Plan"), pursuant to which the Research Project will be carried out which will include information pertaining to technical objectives, statement of work, deliverables, schedule, decision gates, resource requirements and costs;
- (b) the funding arrangements for the Research Project;
- (c) the provision for the Participants to the agreement to hold periodic project review meetings to assess the management and the progress of the Research Project and the status of any expenditure;
- (d) provisions dealing with any background project intellectual property (BIP) that will be put into the particular project by the Participants to the agreement;
- (e) provisions should also deal with the relative share of any Project Intellectual property (PIP) that may arise from the research;
- (f) relevant commercial arrangements among the Participants to the agreement;
- (g) arrangements for licensing of owned intellectual property that is a result of the carrying out of any Research Project in a manner that is in the best interests of the Participants to the agreement;
- (h) Publications and Media Activity to do with specific projects and the establishment of an acceptable process to have all Participants to the agreement accept Media releases or the like; and
- (i) separate agreements may be required to record any transfer of materials protocols, knowhow etc (Material Transfer Agreements) among the Participants to the agreement.

4.3 The Participants acknowledge that any Research Agreement made on or after the date of this MOU must be in writing and signed by a duly authorized representative of the Participant to be bound.

5. FUNDING

- 5.1 It is envisaged that the Participants will agree on a budget and Project Plan for each Research Project which will be incorporated into the relevant Research Agreement.
- 5.2 All costs and expenses of a Participant in negotiating, and finalizing, Research Documentation, and the adoption thereof in respect of any Research Agreement will be borne by the Participant incurring the cost or expense unless the Participants otherwise agree.

6. ACCOUNT MANAGERS

- 6.1 For the term of this MOU, each Participant may appoint one of its employees to act as its representative in relation to this MOU (each such employee being an "Account Manager"). It is envisaged that each Participant will promptly upon appointment of its Account Manager notify the other of the identity of its Account Manager from time to time.
- 6.2 The Account Manager of an appointing Participant will be responsible for:
- (a) managing, overseeing or coordinating that Participant's relationship with the other Participants;
 - (b) identifying any commercial issues that arise among the Participants and referring those issues to the appropriate person within the Account Manager's organisation.
 - (c) discussing with the Account Managers of the other Participants issues arising out of this MOU or any Research Agreement; and
 - (d) providing to the Account Managers of the other Participants non-confidential information known to the Account Manager and which may be of interest to the other Participants, including information about activities.
- 6.3 The Participants intend to form a coordinating committee composed of their respective Account Managers or another nominated representative as the case may be which will meet at least once per year

7. EFFECTIVE DATE, TERM, MODIFICATIONS, AND EXTENSIONS

Cooperation under this MOU may commence from the date of signature and is expected to continue for five (5) years. This MOU may be modified or extended by a mutual determination of all Participants in writing.

8. TERMINATION

- 8.1 Any Participant may discontinue its participation under the MOU at any time. A Participant should endeavour to give the other Participants at least 90 calendar days notice in writing of its intention to end its cooperation under this MOU.
- 8.2 This Agreement will terminate when only one Participant remains in the GRAbTB relationship.
- 8.3 The Participants do not intend that the termination of this MOU will affect any Agreement entered into in respect to a Research Project made pursuant to Clause 4 of this MOU. The Participants should continue to work together to conclude specific cooperative projects already in progress.

9. GENERAL

- 9.1 It is the Participants' intention that each Research Agreement will include provisions giving effect to the provisions of this MOU which relate to Research Agreements, and that any conflicts identified between them will be an agenda item for discussion in respect of any Research Agreement negotiated between the Participants.
- 9.2 The Participants acknowledge that, in the interests of promoting a good working relationship among them, it is desirable to avoid conflict in relation to activities contemplated by clause 2.4. To assist in this, the Participants should seek through their Account Managers continuously to improve their respective internal systems for identifying their own and the other Participant's areas of interest in the development of new technologies. The Participants should also (subject to the need to preserve confidentiality in relation to their business interests, intellectual property or obligations to third parties) consult with each other in relation to activities identified by the Account Managers which have the potential to create conflicts among the respective

interests of the Participants, such consultations to be conducted with a view to avoiding or mitigating those conflicts. Where any conflicts or disputes arise among the Participants, the Participants should seek to resolve the matters amicably and within a reasonable time. If a conflict or dispute among the Participants has not been resolved within 90 days of the date of that conflict or dispute arising - subject to Clause 1 of this MOU - the UNCITRAL rules of dispute resolution, arbitration and mediation will apply; but the rulings or decisions resulting from any such resolution, arbitration and/or mediation (concerning the interpretation or application of this MOU or compliance with its terms) will not be legally binding on the Participants.

- 9.3 Although the Participants intend to enter into separate Research Agreements by virtue of discussions arising out of this MOU, no Participant represents that it will enter into any such Research Agreements.
- 9.4 The Participants intend to make the GRABTB and its role widely known within each Participant's respective organization.
- 9.5 Cooperative activities to be conducted under this MOU may be set out in greater detail by the Participants in writing in subsequent implementing arrangements.
- 9.6 Each Participant should bear the costs of its participation in all cooperative activities carried out under this MOU unless the Participants establish other arrangements in writing. Each Participant's participation in the cooperative activities under this MOU is subject to the availability of funds, resources, and personnel and is to be conducted in accordance with the laws and regulations of that Participant's government. This MOU does not create any legally binding obligations among the Participants.

EXECUTED BY THE PARTICIPANTS:

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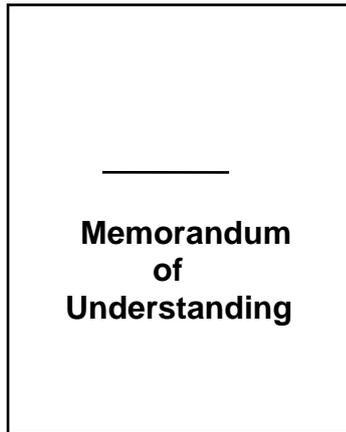
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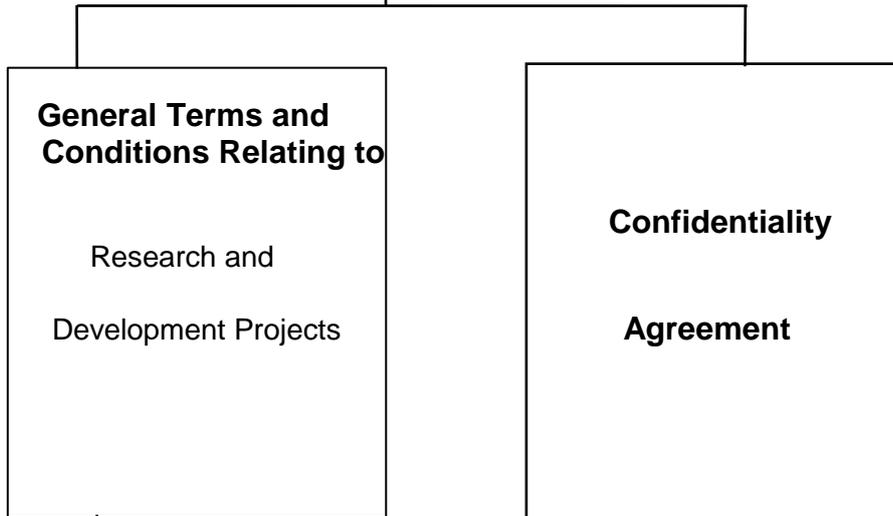
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RESEARCH DOCUMENTATION

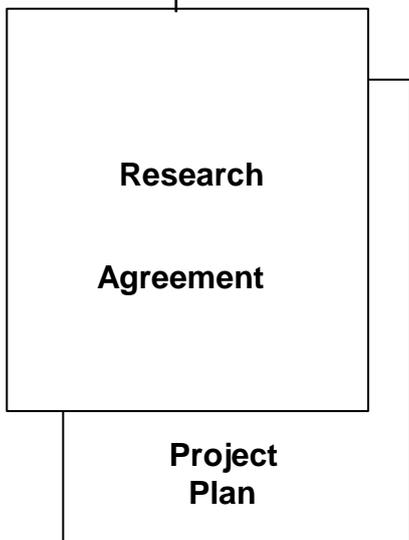


Recognizes the value of working together and establishes guidelines for creating future Research Agreements



Sets out the Terms and Conditions which apply to the Research Agreements

Sets out terms to allow for sharing and protection of Confidential Information



Identifies any particular terms and conditions that must be incorporated

Establishes a specific statement of work, project managers and the treatment of costs for each Research Agreement