



Tevens per e-mail:

Datum

7 april 2022

Telefoon

020 - 525 4778

Uw kenmerk

E-mail

jz-wob@uva.nl

Bijlage

div.

Ons kenmerk

2022cu0274

Onderwerp

Wob-documenten

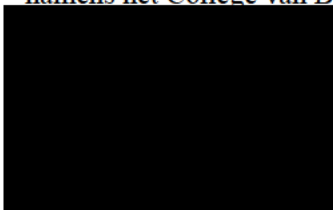
Geachte [REDACTED],

- ./.
- Conform het Wob-besluit van 24 maart 2021 met kenmerk 2022-008335 (deelbesluit II), doe ik u hierbij de betreffende documenten toekomen.
- ./.
- Afschrift van het besluit is voor de volledigheid bijgevoegd. Daarbij merkt het College op dat er sprake is van een kennelijke verschrijving in het besluit. Waar staat "Huawei", dient te worden gelezen "betrokken partijen". Excuses voor de mogelijke verwarring.

Wij vertrouwen erop u hiermee voldoende te hebben geïnformeerd.

Hoogachtend,

namens het College van Bestuur,





Tevens per e-mail:

Datum
24 maart 2022

Telefoon
020 - 525 4778

Uw kenmerk

E-mail
jz-wob@uva.nl

Bijlage
div.

Ons kenmerk
2022-050833

Onderwerp
Deelbesluit II

Geachte

1. Verzoek

Bij schrijven van 9 juli 2021 heeft u, namens uw cliënt, met beroep op de Wet openbaarheid van bestuur verzocht om openbaarmaking van – samengevat – “*alle documenten bij of onder u inzake samenwerkingsverbanden, met Chinese organisaties, vanaf 1 januari 2006 tot heden.*”

U heeft daarbij specifiek aangegeven dat het niet gaat om documenten met betrekking tot dagelijkse werkzaamheden, maar dat u openbaarmaking wenst van documenten op organisatorisch niveau.

Bij schrijven van 19 juli 2021, met kenmerk 2021cu0529, is de ontvangst van uw Wob-verzoek bevestigd. Op 11 augustus 2021 heeft een overleg met u en uw cliënt plaatsgevonden, waarna u op 9 september 2021 een inventarislijst is toegezonden. Bij e-mailbericht van 13 september 2021 heeft u op deze lijst aangegeven van welke samenwerking u openbaarmaking van de stukken wenst. Op 29 september 2021 heeft nogmaals een overleg met u en uw cliënt plaatsgevonden waarbij door u is aangegeven dat documenten die enkel zien op overeenkomsten ten behoeve van studenten (zoals exchange agreements), buiten het Wob-verzoek vallen. Bij schrijven van 29 november 2021 is de beslistermijn in verband met het opvragen van zienswijzen bij betrokken partijen, opgeschort. Van een aantal derde-belanghebbenden is een schriftelijke zienswijze ontvangen. Deze zienswijzen zijn meegenomen in de belangenafweging, waarna bij deelbesluit van 17 januari 2022, met kenmerk 2022-008335, deels op uw verzoek is beslist. In voornoemd besluit is u medegedeeld dat het College vanuit het Academisch Centrum Tandheelkunde Amsterdam (ACTA) en ook vanuit de Faculteit der Natuurwetenschappen, Wiskunde en Informatica (FNWI) nog documenten heeft ontvangen. Voor zover noodzakelijk zijn zienswijzen opgevraagd bij de betrokken partijen. Van een aantal derde-belanghebbenden is een schriftelijke zienswijze ontvangen welke zijn meegenomen in de belangenafweging bij de totstandkoming van dit tweede en laatste deelbesluit op uw verzoek van 9 juli 2021.

Ons kenmerk

2022-050833

2. Wettelijk kader

Op grond van artikel 3, eerste lid, van de Wob kan een ieder een verzoek om informatie neergelegd in documenten over een bestuurlijke aangelegenheid richten tot een bestuursorgaan of een onder verantwoordelijkheid van een bestuursorgaan werkzame instelling, dienst of bedrijf.

Ingevolge artikel 6, vijfde lid van de Wob, wordt de informatie verstrekt tegelijk met de bekendmaking van het besluit, tenzij naar verwachting een belanghebbende bezwaar daar tegen heeft, in welk geval de informatie niet eerder wordt verstrekt dan twee weken nadat de beslissing is bekendgemaakt.

Op grond van artikel 10, eerste lid, aanhef en onder b, van de Wob, blijft het verstrekken van informatie ingevolge deze wet achterwege voor zover dit de veiligheid van de Staat zou kunnen schaden.

Op grond van artikel 10, tweede lid, aanhef en onder c, van de Wob, blijft het verstrekken van informatie ingevolge deze wet achterwege voor zover dit bedrijfs- en fabricagegegevens betreft, die door natuurlijke personen of rechtspersonen vertrouwelijk aan de overheid zijn meegedeeld.

Op grond van artikel 10, tweede lid, aanhef en onder e, van de Wob, blijft het verstrekken van informatie ingevolge deze wet achterwege voor zover het belang daarvan niet opweegt tegen het belang van de eerbiediging van de persoonlijke levenssfeer.

Op grond van artikel 10, tweede lid, aanhef en onder g, van de Wob, blijft het verstrekken van informatie ingevolge deze wet achterwege voor zover het belang daarvan niet opweegt tegen het belang van het voorkomen van onevenredige bevoordeling of benadeling van bij de aangelegenheid betrokken natuurlijke personen of rechtspersonen dan wel van derden.

Op grond van artikel 11, eerste lid, van de Wob wordt geen informatie verstrekt uit documenten, opgesteld ten behoeve van intern beraad, over daarin opgenomen persoonlijke beleidsopvattingen.

Op grond van artikel 11, tweede lid, van de Wob kan over persoonlijke beleidsopvattingen met het oog op een goede en democratische bestuursvoering informatie worden verstrekt in niet tot personen herleidbare vorm. Indien degene die deze opvattingen heeft geuit of zich erachter heeft gesteld, daarmee heeft ingestemd, kan de informatie in tot personen herleidbare vorm worden verstrekt.

3. Overwegingen

De Wob kent als hoofdregel dat overheidsinformatie openbaar is, tenzij er zwaarwegende redenen zijn die zich verzetten tegen openbaarmaking. De uitzonderingsgronden en beperkingen op deze regel zijn in de Wob neergelegd. U heeft – samengevat – verzocht om openbaarmaking van stukken die zien op samenwerkingsverbanden van de UvA met Chinese organisaties en universiteiten, daarvan uitgesloten samenwerkingsverbanden die enkel zien op studenten.

Ons kenmerk

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Naar aanleiding van uw verzoek zijn, teneinde de gevraagde informatie en documenten te inventariseren en te beoordelen, de volgende zoekslagen gemaakt. Daarbij is van belang te vermelden dat dit geldt voor het verzoek in het geheel, en daarbij voor beide deelbesluiten:

- de Director of International Affairs is gevraagd een inventarislijst te maken met bij haar bekende stukken. Deze inventarislijst is overgelegd;
- er is geïnventariseerd bij welke faculteiten er sprake is van samenwerkingsverbanden. Deze faculteiten zijn gevraagd de betreffende stukken te overleggen;
- op centraal niveau is in het digitale en fysieke archief gezocht naar stukken die aan het Wob-verzoek zouden kunnen voldoen;
- Amsterdam University Fund is gevraagd de stukken met betrekking tot de bijzondere leerstoel te overleggen (zie deelbesluit I).

Beoordeling van het verzoek heeft geleid tot verschillende documenten die voor openbaarmaking in aanmerking komen. Deze documenten zijn opgenomen in een inventarislijst, die als bijlage B bij dit besluit is gevoegd. De nummering volgt op de inventarislijst van bijlage A bij deelbesluit I. In de inventarislijst is per document opgenomen welke uitzonderingsgrond van toepassing is op de daarin weggelakte gegevens en passages. De corresponderende motivering treft u aan in dit besluit.

I. Documenten die reeds openbaar zijn en niet nogmaals openbaar worden gemaakt

Document 69 dient als reeds openbaar te worden beschouwd nu dit een uitgeschreven speech betreft die in het openbaar is uitgesproken. Gelet hierop kan niet nogmaals worden besloten tot openbaarmaking van dit document. De plicht tot openbaarmaking ingevolge de Wob heeft geen betrekking op informatie die reeds openbaar is (zie onder meer de uitspraak van de Afdeling Bestuursrechtspraak van de Raad van State (de Afdeling) van 17 juni 2016, ECLI:NL:RVS:2015:1863).

II. Documenten die deels openbaar worden gemaakt met inachtneming van artikel 10 en artikel 11 van de Wob

In alle documenten die (deels) openbaar worden gemaakt zijn de persoons- en contactgegevens, handtekeningen en rekeningnummers weggelakt voor zover dit gegevens betreffen van personen die vanuit hun functie niet in de openbaarheid treden. Door openbaarmaking van deze gegevens wordt de persoonlijke levenssfeer van de betreffende personen aangetast. Ten aanzien van deze gegevens dient het belang van de eerbiediging van de persoonlijke levenssfeer zwaarder te wegen dan het belang van de openbaarheid. Om die reden worden de betreffende gegevens niet openbaar gemaakt. Bovendien maakt het weglaten van bovengenoemde gegevens niet dat de verstrekte informatie inhoudelijk anders of onleesbaar wordt, terwijl openbaarmaking van deze gegevens zou leiden tot een onevenredige inbreuk op de persoonlijke levenssfeer van betrokkenen, nu deze personen verder geen publieke functie uitoefenen.

Voorts zijn uit de documenten alle (financiële) gegevens weggelakt die kunnen leiden tot inzicht in de omvang of duur van een aanstelling of benoeming, en inzicht in of berekening van de salariering of het uurtarief van de betrokken personen of derden. Het is vaste jurisprudentie dat salarisgegevens onder de bescherming van de persoonlijke levenssfeer vallen, zie onder meer ECLI:NL:RVS:2014:3559. Handtekeningen van personen die vanuit hun functie in de openbaarheid treden zijn eveneens weggelakt, nu de combinatie van (digitale) handtekening en naam gemakkelijk tot misbruik ervan zou kunnen leiden.

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Voorts zijn in een aantal documenten projectnummers en kenmerken weggelakt, nu openbaarmaking van deze gegevens in combinatie met de adressering ook tot misbruik van de betreffende gegevens en informatie zou kunnen leiden. Openbaarmaking van de voornoemde informatie wordt op grond van artikel 10, eerste lid onder e, van de Wob en/of artikel 10, eerste lid, onder g van de Wob, geweigerd.

Voorts geldt aanvullend voor document 51 dat onderzoeksgegevens zijn weggelakt nu deze informatie niet onder de reikwijdte van de Wob valt. Volgens vaste jurisprudentie (zie onder meer de uitspraak van de Afdeling van 26 april 2016, ECLI:NL:RVS:2016:1130) ziet het begrip ‘bestuurlijk’, gelet op het doel van de Wob, op het openbaar bestuur in al zijn facetten en betreft het niet alleen het externe optreden van het bestuur, maar ook de interne organisatie. In haar uitspraken van 31 januari 2018 (ECLI:NL:RVS:208:321 en ECLI:NL:RVS:208:322) heeft de Afdeling overwogen dat onderzoeksgegevens die tot stand zijn gekomen bij uitvoering van een onderzoek door aan de universiteit verbonden onderzoekers en louter met een wetenschappelijk oogmerk tot stand zijn gekomen geen betrekking hebben op de bestuursvoering van de universiteit. Daarmee heeft de Afdeling geoordeeld dat de onderzoeksgegevens geen bestuurlijke aangelegenheid betreffen en niet vallen onder de reikwijdte van de Wob. Gelet op het voorgaande wordt het verzoek voor zover dit ziet op openbaarmaking van deze informatie, geweigerd.

Voor wat betreft documenten 49 en 51 geldt dat passages op grond van artikel 10, eerste lid, onder c van de Wob, niet openbaar worden gemaakt, voor zover het vertrouwelijk medegedeelde bedrijfsinformatie betreft en vertrouwelijke informatie betreft waaruit de technische bedrijfsvoering van Huawei kan worden afgeleid. Op grond van artikel 10, eerste lid, aanhef en onder c, van de Wob blijft het verstrekken van dergelijke informatie achterwege voor zover het bedrijfs- en fabricagegegevens betreft, die door natuurlijke personen of rechtspersonen vertrouwelijk aan de overheid zijn meegedeeld. Het is vaste jurisprudentie dat van bedrijfs- en fabricagegegevens sprake is, indien en voor zover uit die gegevens wetenswaardigheden kunnen worden afgelezen of afgeleid met betrekking tot de technische bedrijfsvoering of het productieproces dan wel met betrekking tot de afzet van de producten of de kring van afnemers en leveranciers (zie onder meer ECLI:NL:RVS:2017:2395). Ook gegevens die uitsluitend de financiële bedrijfsvoering betreffen, kunnen onder omstandigheden als bedrijfsgegevens worden aangemerkt. De weigeringsgrond zoals neergelegd in artikel 10, eerste lid, aanhef en onder c, van de Wob is bedoeld om te voorkomen dat de bedrijfsgegevens die bedrijven met het oog op concurrentie geheim willen houden, maar wel genooddaakt zijn aan bestuursorganen te verstrekken, openbaar moeten worden gemaakt (zie Kamerstukken II 1986/87, 19859, 3, p. 33).

Voorts wordt ook de openbaarmaking van passages uit de overeenkomst geweigerd op grond van artikel 10, tweede lid, aanhef en onder g, van de Wob, nu het belang van openbaarmaking niet opweegt tegen het belang van het voorkomen van onevenredige benadeling van de UvA en andere betrokkenen bij de overeenkomst. Uit de weggelakte passages kan concurrentiegevoelige informatie worden afgeleid die de concurrentiepositie van de UvA alsook de concurrentiepositie van de betrokken partijen, nadelig kan beïnvloeden, nu openbaarmaking op grond van de Wob openbaarmaking voor een ieder, en dus ook andere universiteiten, instellingen en onderzoekers, betekent (zie onder meer ECLI:NL:RVS:2015:1270).

III. Documenten waarvan de openbaarmaking wordt geweigerd.

Voor wat betreft de documenten 56, 57, 58 en 59 geldt het volgende. Deze documenten zijn in opdracht van of door ACTA opgesteld. Het betreffen vertrouwelijke adviezen en rapporten met daarin vertrouwelijke informatie over medewerkers van ACTA en/of onderzoeken die binnen ACTA worden uitgevoerd.

Ons kenmerk

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Daarbij geldt dat de documenten persoonlijke beleidsopvattingen van ambtenaren bevatten, en deze documenten bovendien uitsluitend zijn opgesteld ter intern beraad, ook wanneer het een document afkomstig van een derde betreft (documenten 58 en 59). Het interne karakter van een stuk wordt bepaald door het oogmerk waarmee dit is opgesteld (Kamerstukken II 1986/87, 19 859, nr. 3). Degene die het document heeft opgesteld moet de bedoeling hebben gehad dat dit zou dienen voor hemzelf of voor het gebruik door anderen binnen de overheid. Bovengenoemde documenten zijn met dit doel opgesteld. Voorbeelden van stukken voor intern beraad zijn nota's van ambtenaren aan hun politieke of ambtelijke chefs, correspondentie tussen de onderdelen van een ministerie en ministeries onderling, concepten van stukken, agenda's, notulen, samenvattingen en conclusies van interne besprekingen en rapporten van ambtelijke adviescommissies (zie onder meer ECLI:NL:RVS:2015:2263). Voor wat betreft documenten die afkomstig zijn van derden geldt een document dat afkomstig is van een derde die niet tot de kring van de overheid behoort, ook een document kan zijn dat ten behoeve van intern beraad is opgesteld. Het oogmerk waarmee het document is opgesteld, is daartoe bepalend (ECLI:NL:RVS:2016:3376). Voor zover in bovengenoemde documenten al sprake is van feitelijke gegevens, zijn deze zodanig met de persoonlijke beleidsopvattingen verweven dat ook deze gegevens op grond van artikel 11 van de Wob niet openbaar worden gemaakt (zie onder meer de uitspraak van de Afdeling van 27 november 2019, ECLI:NL:RVS:2019:3975). Openbaarmaking word op grond van artikel 11, eerste en tweede lid van de Wob, geweigerd.

Voor documenten 72 en 75 geldt dat het individuele (arbeids-)overeenkomst betreffen, waarvan, als de inhoud daarvan openbaar wordt gemaakt, gemakkelijk zou kunnen worden afgeleid om welke medewerkers het gaat. De persoonlijke levenssfeer van de betrokkenen kan niet voldoende worden beschermd door het anonimiseren van de informatie. Daarnaast biedt het inzicht in de arbeidsvoorwaarden waartegen de betrokken medewerkers bereid zijn om voor de UvA te werken. Door openbaarmaking zou de persoonlijke levenssfeer van de betreffende personen ernstig worden aangetast, waarbij van belang is dat deze medewerkers geen publieke functie uitoefenen. Tevens is van belang dat openbaarmaking op grond van de Wob, leidt tot openbaarmaking voor een ieder. Gelet op het voorgaande is het College van oordeel dat het belang van openbaarmaking niet opweegt tegen het belang van bescherming van de persoonlijke levenssfeer van de betrokken medewerkers. Openbaarmaking van documenten 72 en 75 wordt op grond van artikel 10, eerste lid onder e, van de Wob en/of artikel 10, eerste lid, onder g van de Wob, geweigerd.

Voor wat betreft documenten 53, 60, 61, 62, 66 en 73 geldt dat deze documenten in het geheel niet onder de reikwijdte van de Wob vallen. U wordt verwezen naar de motivering met betrekking tot onderzoeksgegevens, onder II.

4. Kopieerkosten

Conform het tweede lid van de Regeling kopieerkosten bij een verzoek op grond van de Wet openbaarheid van bestuur Universiteit van Amsterdam bedraagt de vergoeding voor veertien of meer kopieën: € 0,35 per kopie.

Dit Wob-besluit betreft het verstrekken van 224 kopieën, derhalve bedraagt de verschuldigde vergoeding € 78,40.

Ons kenmerk

2022-050833

5. Bezwaar belanghebbenden

Een of meer van de betrokkenen zou, gelet op de ontvangen zienswijzen, mogelijk bezwaar kunnen hebben tegen openbaarmaking van de documenten. Derhalve zullen wij, op grond van artikel 6, vijfde lid, van de Wob, de documenten twee weken na dagtekening van dit besluit verstrekken, zodat de belanghebbende(n) de mogelijkheid wordt geboden om rechtsmiddelen aan te wenden.

6. Besluit

Het College van Bestuur besluit:

- uw verzoek deels toe te wijzen met inachtneming van artikel 10, tweede lid, aanhef en onder b, c, e en g, van de Wob en, en artikel 11, eerste en tweede lid, van de Wob;
- uw verzoek af te wijzen voor zover de gevraagde documenten reeds openbaar of niet aanwezig zijn;
- een verschuldigde vergoeding voor het verstrekken van kopieën vast te stellen van € 78,40;
- de documenten op grond van artikel 6, vijfde lid van de Wob, twee weken na dagtekening van dit besluit te verstrekken.

7. Hoor en wederhoor in het geval van publicatie

In het kader van hoor- wederhoor vragen wij u en uw cliënt  om een eventuele publicatie met betrekking tot de openbaargemaakte documenten uiterlijk 48 uur voor publicatie aan ons voor te leggen.

Hoogachtend,
het College van Bestuur,



prof. dr. Geert T.M. ten Dam,
voorzitter

Tegen deze beslissing kunt u binnen 6 weken na verzending van deze beslissing bezwaar instellen bij het College van Bestuur van de Universiteit van Amsterdam, t.a.v. Juridische Zaken, Postbus 19268, 1000 GG Amsterdam. Uw bezwaarschrift dient ondertekend te zijn en bevat ten minste uw naam, adres, datum, gronden van het bezwaar en een omschrijving van het besluit waartegen het bezwaar zich richt of een afschrift van het besluit waartegen het bezwaar zich richt.

nr	document(en)	reeds openbaar	niet	geheel	deels	art. 10, lid 1, b	art. 10, lid 1, c	art. 10, lid 2, e	art. 10, lid 2, g	art. 11, lid 1, lid 2	dubbel	vbv
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Inventarislijst Wob China deelbesluit II

		Wordt verstrekt				Weigeringsgrond					Dubbel	valt buiten verzoek
	document(en)	reeds openbaar	niet	geheel	deels	art. 10, lid 1, b	art. 10, lid 1, c	art. 10, lid 2, e	art. 10, lid 2, g	art. 11, lid 1, lid 2		
ACTA	42 MoU ACTA - Hong Kong				x			x				
	43 MoU ACTA - Peking				x			x				
	44 Agreement of coop. ACTA - Sichuan				x			x				
	45 Ovk ACTA - Guangzhou Yuanyi				x			x				
	46 Ovk ACTA - Guangzhou Chengzhong - ACTA BV				x			x				
	47 Ovk ACTA - Devsoon Technology				x			x				
	48 Ovk ACTA - Shenzhen Hoogbio				x		x	x	x			
	49 Ovk ACTA - Zhejiang Chinese Medical University				x			x				
	50 MoU ACTA - Guangzhou				x			x				
	51 Projectovereenkomst				x		x	x	x			x
	52 Inspanningsverklaringen				x			x				
	53 Onderzoeksvoorstel		x									x
	54 Subsidies KNAW				x			x				
	55 Subsidies Zonmw				x			x	x			
	56 Rapport onderzoek medewerker		x					x	x	x		
	57 Vertrouwelijk memorandum		x					x	x	x		
	58 Advies ethische toetsingscommissie		x					x	x	x		
	59 Vertrouwelijk rapport mbt onderzoek		x					x	x	x		
	60 Projectomschrijving		x									x
	61 Aanvraag Cooperation China; CAS-NWO Programme		x									x
	62 Projectplan aanvraag subsidie		x									x
FNWI	63 Ovk Fgw - Sun Yat-sen				x			x				
	64 Ovk Fgw - Tsinghua 2008				x			x				
	65 Ovk Fgw - Tsinghua 2013				x			x				
	66 Powerpoint onderzoeksresultaten ILLC		x									x
	67 Schrijven ILLC 2 december 2018				x			x				
	68 Brochure JRC			x								
	69 Uitgeschreven speech	x										
	70 Powerpoint JRC				x			x				
	71 Reports werkzaamheden				x			x				
	72 Overeenkomst phd		x					x	x			
	73 Onderzoeksvoorstel		x									x
	74 Subsidies KNAW				x			x				
	75 Aanstellingsbrief		x					x	x			
	76 Programma bezoek Tsinghua				x			x				
	77 Programma bezoek mayor of Beijing				x			x				
	78 Uitnodiging UvA meets China (ILLC)				x			x				



**Memorandum of Understanding
Between the
Faculty of Dentistry, The University of Hong Kong
and the
Academic Centre for Dentistry Amsterdam (ACTA) Amsterdam**

The Faculty of Dentistry, The University of Hong Kong, Hong Kong and the Academic Centre for Dentistry Amsterdam (ACTA) Amsterdam, The Netherlands, in recognition of their common interest in establishing bilateral relations and convinced that cooperation between higher educational institutions contributes to intellectual development, scientific progress, cultural enrichment and the consolidation of friendship between countries, agree to enact the following Agreement for Academic Collaboration.

The following general aims of collaboration are considered both feasible and desirable:

- Exchange of faculty, research staff and students
- Exchange of resources, information and materials
- Visits by authorized officials
- Mutual participation in short term or extended academic programs
- Joint continuing education and distance learning exchange programs
- Cooperative projects in specific research areas and clinical training
- Consultation services for curriculum development

This Agreement will serve as a general framework for bilateral cooperation:

- A designated coordinator at each institution shall oversee and facilitate implementation of any agreed upon activities.
- The Agreement shall be established when signed by authorized representatives of the respective institutions, maintained for a period of five years from the date indicated below and renewed whenever mutually agreed. At any point during the period of this Agreement, either institution may terminate by notifying the other party in writing six months prior to the desired date of termination.

For Faculty of Dentistry,
The University of Hong Kong
Hong Kong

For Academic Centre for Dentistry Amsterdam
Amsterdam
The Netherlands

Professor [REDACTED]
Dean of Dentistry

Date: 6th November 2008

Professor [REDACTED]
Academic Centre for Dentistry Amsterdam

Date: November 6 . 2008

AGREEMENT FOR EXCHANGE PROGRAMS BETWEEN

Academic Center for Dentistry Amsterdam (ACTA) UNIVERSITY OF AMSTERDAM AND THE VU UNIVERSITY AMSTERDAM AND PEKING UNIVERSITY SCHOOL OF STOMATOLOGY

The Boards of the University of Amsterdam and the VU University Amsterdam, acting through their Academic Center for Dentistry Amsterdam (ACTA), and Peking University School of Stomatology with the goal of promoting academic cooperation and scholarly exchange between the two institutions, seek to enter into a collaborative relationship involving the following:

1. exchange of students and faculty
2. exchange of learning resources
3. joint research projects

Student Exchange

The specific details of the exchange programs, such as number of students who will participate and dates of exchanges will be discussed at a later date and must be agreed upon in writing by the appropriate representatives of both institutions. Student exchanges on postgraduate level will be considered by each institution on the basis of its regular admissions procedures and departmental requirements.

The participating students will be responsible for all costs and expenses incurred in connection with their participation in the exchange programs, including travel and accommodations. However, the host institution will attempt to assist students in obtaining visa and suitable housing.

Faculty Exchange

Faculty exchanges may be arranged on short or long term bases for teaching, research or for other collaborative projects. Each institution agrees to circulate information on opportunities for faculty exchanges. Financial details and other features of each faculty exchange program will be discussed and must be agreed upon in writing by the appropriate representatives of both institutions. To the extent reasonable possible, each institution will endeavor to locate external sponsorship for faculty exchanges.

Exchange of Educational Resources

Each institution will share information about learning resources, such as continuing education courses, library materials, and conferences through a mutually acceptable communication network.

Joint Research

Either party may propose to the other specific individual research projects for collaboration. The parties will develop an agreement that spells out the details for each agreed-upon joint research projects. The protection and exploitation of any intellectual property arising out of a joint research project will be addressed in each individual project agreement.

Liability

Students and faculty participating in exchange programs must agree to abide by the policies and regulations of the host and sending institutions. Each institution agrees to release and hold the other harmless from and against any claims, damages, liability or costs, to the extent that such claims, damages, liability or costs arise from the negligent or willful acts or omissions of that institution or any of its officers, agents or employees.

Non-Discrimination

Both institutions agree that they will not discriminate against any persons on the basis of race, color, sex, sexual orientation, age, religion, national or ethnic origin, disability, or status as a disabled.

Term

This agreement will be reviewed after five years by both institutions. Upon expiration of this agreement, unless either party has previously notified the other party in writing of its intention to terminate this agreement, this agreement will be automatically extended for an additional three-year period.

Albert J. Feilzer, DDS, PhD

Chuanbin Guo, DMD, PhD

Dean ACTA
University of Amsterdam
VU University Amsterdam

Dean
Peking University
School of Stomatology

Date: 13.1.2014

Date: _____



BBM

ACADEMIC
CENTRE
FOR DENTISTRY
AMSTERDAM

ACTA

Tel: +31(20)-5980525
GUSTAV MAHLERLAAN 3004; 1081 LA AMSTERDAM

Albert J. Feilzer, DDS, PhD

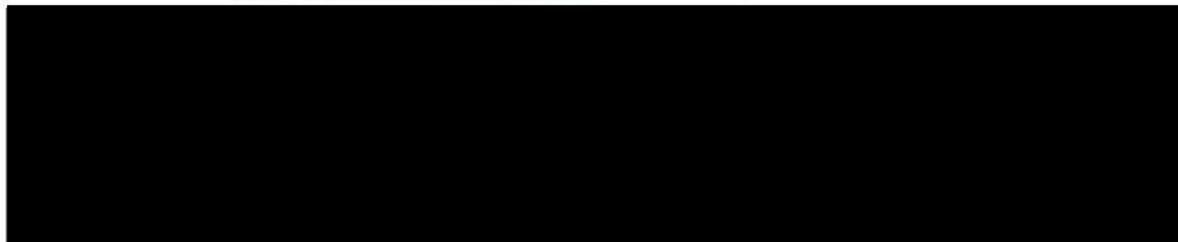
Chuanbin Guo, DMD, PhD

Dean ACTA
University of Amsterdam
VU University Amsterdam

Dean
Peking University
School of Stomatology

Date: 13.1.2014

Date: 17.1.2014



BBM

ACADEMIC
CENTRE
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AMSTERDAM

ACTA

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GUSTAV MAHLERLAAN 3004; 1081 LA AMSTERDAM

**AGREEMENT OF COOPERATION
BETWEEN
ACADEMIC CENTRE FOR DENTISTRY AMSTERDAM (ACTA)
DENTAL SCHOOL OF THE UNIVERSITY OF AMSTERDAM AND THE VU UNIVERSITY
AMSTERDAM (THE NETHERLANDS)
AND
WEST CHINA SCHOOL OF STOMATOLOGY, SICHUAN UNIVERSITY**

阿姆斯特丹大学和自由大学牙学院 (ACTA) 与四川大学华西口腔医学院合作协议

The Academic Centre for Dentistry Amsterdam (ACTA) and West China School of Stomatology, Sichuan University, hereby enter into an agreement of cooperation, made as of the April 1, 2012 to April 1, 2017 to establish a program of exchange and collaboration in areas of interest and benefit to both institutions.

阿姆斯特丹大学和自由大学牙学院与四川大学华西口腔医学院本着真诚合作、互惠互利的原则签定本合作交流协议。

I.

The purposes of the cooperation between ACTA and West China School of Stomatology, Sichuan University are as follows:

合作目的如下:

- to promote interest in the teaching and research activities of the respective institutions
增进双方在教学及科研领域内的合作
- to participate in educational exchange program
共同参与教育交流项目
- to foster collaboration on protocols for patient care
共同协议发展医疗项目

II.

To achieve these goals, ACTA and West China School of Stomatology, Sichuan University will investigate opportunities in the following areas insofar as the means of each allow:

为保证目标的实现, ACTA 与四川大学华西口腔医学院进行下列合作:

- promoting institutional exchanges by inviting faculty and staff of the partner institutions to participate in a variety of teaching and/or research activities and professional development;
参与教师及员工交流项目
- receive graduate students of the partner institution for periods of study and/or research;
共同培养研究生项目
- organizing symposia, conferences, short courses and meetings on research issues;
共同举办学术会议
- carrying out joint research and continuing education programs;
合作科研及合作进行继续教育
- Exchange information pertaining to developments in teaching, student development and research at each institution.
教学, 培养, 科研信息共享
- Further explore the possibility of exchange of undergraduate students for pre-clinical training or visiting.
进一步开发本科生交流访问或临床前培训的合作项目

III

At ACTA, Prof. dr [REDACTED] will coordinate to oversee and facilitate the implementation of this Agreement. At West China School of Stomatology, Sichuan University, Prof. [REDACTED] will coordinate to oversee and facilitate the implementation of this Agreement for West China School of Stomatology, Sichuan University. This faculty from both institutions will coordinate to oversee and work with other appropriate administrators at their respective universities to:

ACTA 由 Prof. dr [REDACTED] 负责; 四川大学华西口腔医学院由袁泉博士协助协议执行:

- promote academic collaboration at both faculty and graduate student levels for research and study;
教师及研究生交流项目
- act as principal contacts for individual and group activities and to plan and coordinate all departmental activities for which cooperation with the partner institution is desired;
负责两院间具体的合作项目
- distribute to each institution information about the faculty, facilities, research, publications, library materials and educational resources of the other institution; and

交流院系, 科研, 出版, 图书及教育资源等方面信息

- meet periodically, if deemed desirable, to review and evaluate past activities and to work out new ideas for future cooperative agreements.
- 定期会晤以便总结工作商讨未来规划

IV.

This general Agreement of Cooperation shall be identified as the parent document of any program agreement executed between the parties.

任何具体合作项目需在本合作协议下生效

Further agreements concerning any program shall provide details concerning the specific commitments made by each institution and shall not become effective until they have been reduced to writing and executed by the duly authorized representatives of the respective universities.

任何具体合作项目须经学院书面委托方能生效。

The scope of the activities under this agreement shall be determined by the funds regularly available at both institutions for the types of collaboration undertaken and by financial assistance as may be obtained by either institution from external sources.

No specific financial commitment by either party is to be implied from this agreement.

合作应在双方力所能及的范围内开展, 双方不另外单独列支经费

V.

Except as may be stipulated in any specific program agreement, each institution shall be responsible for expenses incurred by its employees and students under this agreement.

交流人员经费应由双方学院各自负责。

VI.

Upon approval by each institution, this agreement shall remain in effect for five years unless terminated earlier by either institution. After the five-year period, this agreement may be renewed by mutual consent. Such termination by one institution shall be effected by giving the other institution at least ninety (90) days advance written notice of its intention to terminate. Termination shall be without penalty. If this agreement is terminated, neither xxxx nor West China School of Stomatology, Sichuan University shall be liable to the other for any monetary or other losses that may result.

经双方学院批准后协议方能生效, 有效期五年。协议期满后经双方同意可续签。一方如需终止协议应提前 90 天书面通知对方。协议终止后双方学院均再不承担任何经费或其他损失, 也不产生任何处罚。

VIII.

West China School of Stomatology, Sichuan University shall not use the name ACTA or the name of any school or division thereof, or use any logo or insignia of or otherwise identify ACTA or any school or division thereof, in any form of publicity or disclosure without the prior written consent of ACTA, which consent may be withheld or granted by ACTA in its sole and complete discretion at any time or times.

未经许可, 四川大学华西口腔医学院不得使用 ACTA 或其下属学院, 部门名称, 标识, 标志, 徽章或其他辨别标识。

ACTA shall not use the name West China School of Stomatology, Sichuan University or the name of any school or division thereof, or use any logo or insignia of or otherwise identify West China School of Stomatology, Sichuan University or any school or division thereof, in any form of publicity or disclosure without the prior written consent of Stomatological College, which consent may be withheld or granted by West China School of Stomatology, Sichuan University in its sole and complete discretion at any time or times.

未经许可, ACTA 不得使用四川大学华西口腔医学院或其下属部门名称, 标识, 标志, 徽章或其他辨别标识。

EXECUTED as of the day and year first above written:

协议签字之日起执行

West China School of Stomatology, Sichuan

University

University, Amsterdam

By:

Prof.dr Albert J. Feilzer

Dean

Date:

2012-3-2012

By:

Zhou Xue Dong

Professor and Dean

Date:

2012.3.21

MUTUAL CONFIDENTIAL DISCLOSURE AGREEMENT 相互保密协议

Parties:

协议双方:

Guangzhou Yuanyi International Biotechnology Company Limited, with registered offices at Unit 3A, Yueyun Building, 3 Zhongshan 2nd Road, Yuexiu District, Guangzhou, China. zipcode 510000, hereby lawfully represented by [REDACTED] in his/her capacity of executive director (hereinafter referred to as: "Company");

广州元亿国际生物科技有限公司, 注册办公地址: 广州市越秀区中山二路3号三楼A房, 邮编510000, 该事务法定代表人 [REDACTED], 职务: 执行董事 (以下简称“公司”);

and
及

Academisch Centrum Tandheelkunde Amsterdam, having its registered seat at Gustav Mahlerlaan 3004, 1081 LA Amsterdam, The Netherlands, represented in this matter by Prof Dr. A. Feilzer in his capacity of Dean (hereinafter referred to as: "ACTA").

Academisch Centrum Tandheelkunde Amsterdam, 注册地址: Gustav Mahlerlaan 3004, 1081 LA Amsterdam, The Netherlands, 该事务代表人: Prof Dr. A. Feilzer, 职务: 院长 (以下简称“ACTA”)。

Party” and collectively as “Parties”.

The foregoing entities are solely referred to as “

上述实体单指“一方”, 统称“双方”。

Whereas:

鉴于:

- In order to define the content of the **collaboration** the parties wish to exchange technical and/or commercial information of a confidential or proprietary nature presently in their possession and wish to ensure that the same remains confidential.
- 为界定**合作**内容, 双方希望交换技术及/或商业信息, 因该信息属机密性质或目前归其所有之专利性质, 双方同时希望保持信息的机密性。

Now, therefore, it is hereby agreed as follows:

双方特此协定内容如下:

1. For the purpose of this agreement "**confidential information**" shall mean such technical and/or commercial information, including but not limited to any documents, drawings, sketches or designs, materials, samples or prototypes disclosed or supplied either by Company or by ACTA to the other party, and which at the time of its disclosure or supply is identified as confidential or proprietary. Oral information which is confidential or proprietary shall be recorded in writing by the disclosing party within 30 days after disclosure, and the resulting document shall specifically state the date of disclosure and designate the information as confidential or proprietary.

1、本协议中“**机密信息**”是指该等技术及/或商业信息, 包括但不限于由“公司”或“ACTA”披露或

提供给另一方，且在披露或提供时被确认为机密或专利信息的任何文件、图纸、草图、设计、材料、样品或技术原型。口头披露机密或专利信息的，披露方应于披露后30日内进行书面记录，最终文件应明确注明披露日期，并将信息标识为机密或专利信息。

2. Company and ACTA each undertake to treat any and all **confidential information** as confidential, to use it solely for the purpose of the evaluation and definition of a **collaboration** as stated in this agreement, not to disclose it to any third party, and not to make it publicly available or accessible in any way, except with the prior written consent of the disclosing party.

2、“公司”及“ACTA”有义务将任何及所有**机密信息**视为机密性信息，如本协议所述，仅将其用于**合作**的评估及内容界定，不可将其披露给任何第三方，不可以任何方式进行公开披露，事先得到披露方书面同意除外。

3. The obligations specified in section 2 above shall not apply with respect to any **confidential information** which:

- a. the receiving party can prove has been known to the receiving party prior to the time of its receipt pursuant to this agreement; or
- b. is in the public domain at the time of disclosure or thereafter enters the public domain without breach of the terms of this agreement on the part of the receiving party; or
- c. the receiving party can prove becomes known to the receiving party through disclosure by sources other than the disclosing party, having a right to disclose such information; or
- d. the receiving party can prove has been developed independently by an employee of the receiving party who has not had access to any of the **confidential information** of the disclosing party; or
- e. is disclosed pursuant to the requirement of a governmental agency or any law requiring disclosure thereof, provided that the disclosing party is provided with prior written notice of any such disclosure.

3、条款2所述保密义务不适用于以下任何**保密信息**：

- a、接收方可证明其在根据本协议接收信息之前已得知该信息；或
- b、披露时该信息已众所周知，或接收方披露信息时并未违背本协议的规定；或
- c、接收方可证明该信息是通过披露方以外的其他来源披露获取，且接收方有权披露该信息；或
- d、接收方可证明该信息是通过其雇员独立开发获取，且该雇员并未使用披露方给出的任何**机密信息**；或
- e、信息披露是根据政府机构要求或任何要求披露的法律披露的，且披露方已事先书面通知该披露。

4. Unless it is necessary for the purpose stated in this agreement and provided that any disclosed **confidential information** or any copy thereof is made accessible only to such employees who have a need to know, the receiving party shall not, without the prior written consent of the disclosing party, copy or reproduce any item or document supplied to the receiving party -being or containing in whole or in part **confidential information**. The receiving party shall return such item or document and any copies thereof at the supplying party's request, and at the latest on termination of this agreement. This shall not apply to copies of electronically exchanged **confidential information** made as a matter-of-routine information technology back-up, and to **confidential information** or copies thereof which must be stored by the receiving party according to mandatory law, provided that such **confidential information** or copies thereof shall be subject to an indefinite confidentiality obligation.

4、除非基于本协议所述目的该信息的披露是必要的，且仅将**机密信息**或其副本披露给需要该信息的雇员使用，否则未经披露方事先书面同意，接收方不可复制或复印收到的任何物品或文件——包括机密性或全部/部分含**机密信息**的物品或文件。在提供方要求时，及在本协议终止时，接收方应归还该等物品或文件，包括任何相关副本。该条款不适用于以电子形式进行交换且作为常规信息技术备份的**机密信息**副本，及法律强制规定接收方须储存的**机密信息**或其副本，但接收方应对该等**机密信息**或其副本负有无限期保密义务。

5. All **confidential information** shall remain the exclusive property of the disclosing party as well as all patent, copyright, trade secret, trademark and other intellectual property rights therein. No license or conveyance of any such rights to the receiving party is granted or implied under this agreement. No commercial obligation on the part of either party is intended or undertaken.

The parties agree that any **confidential information** is made available "as is" and that no warranties of any kind are granted or implied with respect to the quality of **confidential information**, including but not limited to, its fitness for any purpose, non-infringement of third party rights, accuracy, completeness or correctness.

5、所有**机密信息**均为披露方专有财产，所有专利、版权、商业秘密、商标及其他知识产权均归披露方所有。本协议并未授予接收方或默示其享有许可或转让等任何权利。双方均无意且无需承担任何商业义务。

双方同意，任何**机密信息**将“按现状”提供，且双方对**机密信息**的质量并未作出或默示作出任何担保，包括但不限于其基于任何目的的适用性，对第三方的非侵权性，及其准确性、完整性、正确性。

6. The party receiving **confidential information** including materials, samples, prototypes or similar items, shall not analyse it, chemically, by reverse engineering, or otherwise, in order to determine the identity and/or properties of its components.

To the extent that such items have not been destroyed or used during evaluation tests and unless there is no other agreement between Company and ACTA, they shall be returned to the supplying party upon request, and at the latest on termination of this agreement.

6、接收方收到包括材料、样品、技术原型或其他类似物品等**机密信息**后，不可通过化学方式对合成物进行反向工程分析，或分析确定其成分及性质。

如评估测试过程中并未销毁或使用该等物品，除非“公司”与“ACTA”并未签订其他协议，否则在提供方要求时，及在本协议终止时，接收方应将该等物品归还提供方。

7. This agreement shall be effective as of the date of the last signature and shall thereafter continue for 12 months (period of exchange of information for evaluation purposes). The confidentiality obligation hereunder shall terminate 3 years after the date of the last signature of this agreement.

7、本协议自最新签署之日起生效，有效期为12个月（基于评估目的信息交换期限）。本协议保密义务将于最新签署之日起算3年后终止。

8. Ancillary agreements, amendments or additions hereto must be made in writing.

8、附属协议及协议的修订、增补应以书面形式呈现。

9. This Agreement shall be construed and interpreted in accordance with the laws of the Netherlands. Any and all disputes arising from or in connection with this Agreement that can not be settled amicably by and between the parties hereto, shall be subject to the jurisdiction of the courts having competence in any such matter at Amsterdam, the Netherlands. (alternative: arbitration clause).

9、本协议应根据荷兰法律进行解释和理解。如双方未能通过友好协商方式解决因本协议引起或与本协议有关的任何及所有争议，应归有能力处理该等事件的荷兰阿姆斯特丹法院管辖（替代：仲裁条款）。

10. If any provisions of this agreement are invalid or unenforceable, the validity of the remaining provisions shall not be affected. The parties shall replace the invalid or unenforceable provision by a valid and enforceable provision that will meet the purpose of the invalid or unenforceable provision as closely as possible.

10、如本协议任何条款无效或不可执行，将不影响余下条款的有效性。双方应将该无效或不可执行条款替换为最接近原条款意图的有效、可执行条款。

In witness whereof the parties have executed this agreement through duly authorized representatives as of the date set forth.

鉴于此，双方正式授权代表于载明之日期签订本协议，以昭信守。

For and on behalf of the Company

For and on behalf

Signature: _____

Signature: _____

Name: _____

Name: Prof Dr. A. Feilzer

Function: Executive director

Function: Dean

Date: 2018.12.19

Date: _____

仅代表“

仅代表“A

署名: _____

署名: _____

姓名: _____

姓名: Prof Dr. A. Feilzer

职务: _____

职务: 院长

日期: 2018.12.19

日期: _____

Service Agreement

服务协议

between

协议双方:

ACTA Dental Research BV represented by [REDACTED]

Gustav Mahlerlaan 3004, 1081 LA Amsterdam, The Netherlands

(“ACTA”)

ACTA 牙科研究公司, 代表人: [REDACTED]

地址: 荷兰, 阿姆斯特丹, Gustav Mahlerlaan 3004, 1081 LA

(以下简称 “ACTA”)

And

及

Guangzhou Chengzhong Medical Science and Technology Co. Ltd, China

(“Client”)

广州诚忠医疗科技有限公司

中国

(以下简称 “客户”)

Client and ACTA are collectively referred to as the “**Parties**” and each individually as a “**Party**”.

客户及 ACTA 合并称为 “双方”, 各自单独称为 “其中一方”。

Preamble

前言

The Client is a leading supplier of dental solutions. The Client develops, produces and markets [clients business objectives].

客户是牙科解决方案的领先供应商。客户业务包括:开发、生产及市场营销（客户经营目标）。

ACTA is experienced in providing services for consulting and research in the field of oral health care and infections in related to the oral environment.

而在口腔环境相关的口腔健康护理及口腔病害领域，ACTA 有着丰富的咨询及研究服务经验。Client is interested in ACTA providing certain services in regard to the design, construction and start up of a microbiology laboratory in Guangzhou, China. (respective Project description: see Appendices), which includes the training of employees and introduction of workflows, procedures and the related quality management systems. Deliverables and expected services are amongst others, but not limited to: advice on the lay out of the lab, advice on the analytical equipment to be purchased by client, advice on analytical procedures, number and education level of staff to be recruited, training of lab personnel. Client may anticipate in the future to perform research activities together with the ACTA. Such activities will be described in additional appendices to this Agreement.

客户对 ACTA 在中国广州微生物实验室设计、建造及启动上所提供的某些服务感兴趣（项目单独描述：见附属协议），包括员工培训、工作流程介绍、程序及相关质量管理体系。交付物及预期服务包括但不限于：实验室布局的建议，客户预计采购分析设备的建议，分析程序的建议，招聘人员的数量及教育程度，实验室人员的培训。如客户期望未来能与 ACTA 共同开展研究活动，此类活动将于本协议附属协议中说明。

ACTA is willing to provide these services to the terms and conditions set out in this Agreement.

ACTA 同意根据本协议中规定的条款与条件提供以上服务。

1. Services

1、服务

- 1.1 ACTA agrees to provide at request of Client the services as set out in the respective Appendices (the “**Services**”). The Parties may agree on additional services to be provided by ACTA. If the Services require more time than set out in the respective Appendix 1, any extension of working time requires the prior written approval of Client.
- 1.1 ACTA 同意根据客户要求提供相应附属协议中所述服务（以下简称“服务”）。双方可协定 ACTA 需提供的附加服务。如服务所需时间超出相应附属协议中所述时间，只有在得到客户事先书面批准的前提下才可延长工作时间。
- 1.2 ACTA shall compose a team for the provision of the Services from its own personnel, including a project leader, and shall notify in writing Client of the names of all employees that are part of the team. The project leader will be Client's contact person

for all matters related to the Services. In case of reasonable concerns, Client is entitled to request from ACTA to replace members of the team. The project leader for ACTA will be Dr [REDACTED]

- 1.2 ACTA 应组建一个由其雇员组成且围绕提供服务开展工作的团队，包括项目负责人，并将团队中所有雇员的姓名以书面形式通知客户。项目负责人即为所有服务相关事宜的客户联系人。在考虑合理的前提下，客户有权要求 ACTA 更换团队成员。ACTA 项目负责人为：[REDACTED] 博士。
- 1.3 The employees of ACTA are solely subject to the instructions of ACTA, in particular with regard to personal instructions.
- 1.3 ACTA 雇员仅接受 ACTA 的指示，特别是人事方面的指示。
- 1.4 The Parties will discuss the Services (in person or by other communication means) whenever deemed necessary by Client. ACTA will inform Client regularly on the status of the Services. At request of Client, ACTA shall provide Client with a written and reasonably detailed report on the status of the Services. Additionally, Client is entitled to inform itself on the status of the Services at the premises of ACTA during normal business hours.
- 1.4 双方将于客户认为必要时（亲自参与或通过其他通讯手段）商讨服务详情。ACTA 应定期将服务状态通知客户。如客户要求，ACTA 需向客户提供一份关于服务状态且合理详细的书面报告。此外，客户有权于正常工作时间从 ACTA 办公处获取服务状态。
- 1.5 After completion of the Services, ACTA shall provide to Client all documents and data compiled in connection with the Services, including without limitation
 - (i) Raw data
 - (ii) English written Reports
 - (iii) Any other materials stated in the respective Appendix (like provided analytical procedures)
- 1.5 服务结束后，ACTA 需向客户提供与服务相关的所有文件及编辑所用数据，包括但不限于：
 - (i) 原始数据
 - (ii) 英文书面报告
 - (iii) 相应附属协议中所述的其他任何资料（例如：所述分析程序）
- 1.6 ACTA may only subcontract parts of the Services with the prior written approval of Client. ACTA shall procure that any subcontractor enters into a confidentiality agreement with Client prior to any performance of Services by subcontractor to protect Client's Confidential Information (as defined below). ACTA may only disclose any Confidential Information to subcontractor after subcontractor has entered into a confidentiality agreement with Client. ACTA is responsible and liable for all Services performed by subcontractors.

- 1.6 ACTA 仅在得到客户事先书面批准的前提下才可将服务部分进行分包。为保护客户机密信息（定义见下文），在任何分包商执行服务前，ACTA 应确保其同客户签订保密协议。只有在分包商与客户签订保密协议后，ACTA 才能向分包商披露保密信息。ACTA 需对分包商执行的所有服务进行负责。

2. Cooperation of Client

2、客户合作

Client will provide ACTA with all information, data, and work plans required for the provision of the Services.

客户应将提供服务所需的所有信息、数据及工作计划提供给 ACTA。

3. Reimbursement for Services

3、服务偿付

- 3.1 For the provision of the Services, Client will reimburse ACTA in accordance with the payment schedule set out in the respective Appendices.

- 3.1 鉴于服务的提供，客户应按照相应附属协议中所述付款计划偿付 ACTA。

- 3.2 ACTA shall issue an invoice to Client either after completion of the respective Service or every three months. Upon signing of this agreement client will make an advance payment of 3000€. All payments will be made by Client within thirty (30) days after receipt of such invoice from ACTA. V.A.T will be added when applicable.

The payment in article 3.2 is to be considered as an upfront payment. This amount will be deducted from future invoices payable by your company for the services provided by ACTA.

VAT: There is a standard clause in our documents which says that VAT is charged if applicable. In the case of this project VAT is not applicable. We will not charge it.

- 3.2 ACTA 应于服务结束后或每三个月开具发票给客户。客户应于本协议签订后支付定金 3000 欧元。客户应该在收到发票之日起三十（30）日内支付所有款项。如增值税适用，我司将收取增值税费。

条款 3.2 所述款项支付应视为预付款。该金额将从随后贵司支付给 ACTA 服务提供的发票金额中扣除。

增值税：根据我司文件标准条款规定，如增值税适用，我司将收取增值税费。增值税不适用于本项目，故我司将不收取增值税费。

- 3.3 The payments set out in clause 3.1 constitute the complete compensation of ACTA. In case Client agrees to an extension of the working time for the performance of the Services, such additional working time will be compensated to the hourly rates set out in the respective Appendices.

- 3.3 第3条第(1)点所述款项支付构成对 ACTA 的完全偿付。如客户同意延长执行服务的工作时间, 此类额外的工作时间应按照相应附属协议中所述计时工资进行偿付。
- 3.4 In case Client cancels the Services prior to the provision of all Services, ACTA may solely invoice all Services provided up to the date of cancellation.
- 3.4 如客户于所有服务提供前取消服务, ACTA 可针对所有已提供的服务单独开具发票, 直至服务取消。

4. Quality

4、质量

ACTA undertakes to comply with all current laboratory systems (as amended from time to time) regarding quality and academic standards applicable upon the provision of the Services.

ACTA 承诺, 服务的提供将遵守所有当前实验室体系(按照最新修订版)在服务提供方面适用的质量及学术标准。

5. Warranty / Liability

5、担保与责任

ACTA warrants that the Services are performed (a) to the best of ACTA's knowledge, and (b) with adequate scientific care.

ACTA 担保, (a) 将尽其所能执行服务, 且 (b) 将进行完全科学的管理。

ACTA shall not be responsible to Client for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts, provided such damage was not caused by a wilful act.

如损害并非故意导致, ACTA 无需对客户任何间接、从属性损失或类似损害负责, 包括但不限于利润损失、收入损失及合同损失。

6. Confidentiality

6、机密性

Client will provide, at its sole discretion, certain confidential information related to the Services (the "**Confidential Information**") to ACTA in order to support ACTA to provide the Services. ACTA agrees that the Confidential Information shall be subject to the Confidentiality Agreement entered into by the Parties on or around the date of this Agreement (the "CDA"). ACTA will solely disclose the Client Confidential Information to his employees to the extent necessary for the performance of the Services. ACTA undertakes to procure that each of its employees involved in the provision of the Services is under an obligation of secrecy with regard to the Confidential Information at least as strict as set out for ACTA in the CDA.

客户可自行决定, 并将某些与服务相关的机密信息(以下简称“机密信息”)提供给 ACTA, 用以支持 ACTA 提供服务。ACTA 同意, 机密信息的使用应遵守双方于本协议签订日或前

后签署的保密协议（以下简称“保密协议”）。ACTA 仅可对其雇员披露服务执行过程中需要的客户机密信息。ACTA 承诺，服务提供所涉及的每一位雇员都有义务对机密信息进行保密，且至少应严格按照保密协议中 ACTA 的规定进行保密。

7 Term and Termination

7、协议期限及协议终止

7.1 This Agreement shall become effective as of 15.03.2017 (the “**Effective Date**”), and will, unless terminated earlier in accordance with this clause 7, be valid until 15.03.2018 or upon completion of the Services, whichever of the two comes first.

7.1 本协议自 2017 年 3 月 15 日起生效（以下简称“生效日期”），有效期至 2018 年 3 月 15 日或服务完成日，择其先到期者确定，第 7 条提前终止协议规定除外。

7.2 If a Party has committed a material breach of this Agreement, and has not rectified the same within thirty (30) days after receipt of a written notice specifying the breach or its effects, the other Party may terminate this Agreement with immediate effect.

7.2 如其中一方出现本协议重大违约行为，且未能在收到指明其违约行为或影响书面通知后的三十（30）日内进行纠正，则另一方可立即终止本协议。

7.3 Client has the right to terminate this Agreement at any time immediately in case

(i) ACTA becomes insolvent or winds up its business activities (liquidation); or

(ii) a competitor of the Client gains control over ACTA in which way ever.

7.3 在以下情形下，客户有权在任何时候立即终止本协议：

(i) ACTA 破产或停止营业活动（公司清算）；或

(ii) 客户竞争对手取得对 ACTA 的控制权，无论是以何种方式。

7.4 Any termination according to this clause 8 has to be made by first class registered mail or courier services, and is deemed to be received by the other Party after three (3) business days from the date it is posted, or when the other Party actually receives the termination notice.

7.4 本条款 8 规定的任何终止都需通过第一类挂号信或快递寄出，且在终止通知寄出三（3）个工作日后或另一方实际收到后可视为另一方已收到。

7.5 Upon early termination ACTA will proceed in a reasonable manner to limit or terminate any outstanding commitments relating to the Services. Institution will be reimbursed for actual costs and reasonable non-cancellable commitments incurred or obligated in the performance of the Service prior to its receipt of notice of termination

7.5 协议提前终止后，ACTA 应以合理的方式限制或终止与服务相关的任何未偿承诺。且将按照收到终止通知前服务执行过程中产生或承担的实际费用及合理不可撤销承诺对机构进行偿付。

7.6 Clauses 5, 6 and 7 shall survive the termination of this Agreement.

7.6 本协议终止后第 5 条、第 6 条及第 7 条规定仍然有效。

8 Miscellaneous

8、其他

8.1 This Agreement may only be assigned with the prior written consent of the other Party. Notwithstanding the foregoing, Client may assign this Agreement to its affiliates without ACTA's consent.

8.1 本协议仅在取得另一方事先书面同意的前提下才可进行分配。除以上另有规定外，客户无需经过 ACTA 同意即可将本协议分配给其附属公司。

8.2 This Agreement shall be governed and construed in accordance with the laws of the Netherlands.

8.2 本协议受荷兰法律管辖，依其进行解释。

8.3 Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, which cannot be settled amicably, shall be resolved exclusively by the competent court in Amsterdam.

8.3 因本协议引起的或与本协议相关的任何争议、索赔、争论，或协议违约、终止、强制执行、解释及有效性，包括本协议仲裁范围及适用性的确定，如无法通过友好方式解决，仅可提交阿姆斯特丹管辖法院进行仲裁。

8.4 Unless provided otherwise in this Agreement, all notices required or permitted by the terms of this Agreement by either Party shall be given in English by certified mail, return receipt requested, or reputable international courier service, to the address of the Party as set forth in the introductory paragraphs to this Agreement, or to such other address as may, from time to time, be designated in writing by such other Party by notice given hereunder. All notices shall be and deemed given on the date of receipt at the address, as evidenced by the return receipt or delivery receipt.

8.4 本协议条款要求或允许任一方发出的所有通知都需以英文形式体现，并通过附回执挂号信或知名国际快递寄至本协议前面部分所列之另一方地址，或另一方书面通知中及时更新的其他地址，本协议另有规定除外。所有通知将于另一方在该地址收到之日视为已发出，以回执或交付收据作为凭证。

ould any provision of this Agreement be or become invalid, such invalidity shall not affect the validity of any other contractual provisions. Rather, any invalid provision shall be substituted by such provision as best reflects the economic intent of the Parties in a similarly permissible manner. The same provision shall apply to any omissions in this Agreement. In the event of any provision being invalid and/or any omission requiring amendment, the Parties shall undertake to execute any declarations of intent and enter into any legal transactions required to best reflect the economic intent of the invalid provisions.

协议任何条款失效，则该条款的无效性不会对其他任何合同条款的有效性造成影响。将该无效条款替换成法律允许范围内最能反馈双方经济意图的其他条款。该规定同样适用于本协议任何疏漏条款。为最佳反馈该无效条款的双方经济意图，如任何规定失效/或任何疏漏条款需要修改，双方保证将进行任何必要的意图声明，并签订任何必要法律文件。

Agreement (including the Appendices thereto) constitutes the entire Agreement between the Parties with respect to the subject matter thereof and there are no understandings of any kind except as expressly set forth herein. No modification of this Agreement shall be of any force or effect unless in writing and signed by both Parties. This Agreement supersedes all prior agreements between or among the Parties. All variations by either Party of any term or condition of this Agreement must be in writing. No waiver by either Party of any term or condition of this Agreement in any one instance shall not be deemed or construed to be a waiver of such term or condition for the same or similar instance in the future. None of the rights, remedies, undertakings, and obligations hereunder shall be a limitation of any other remedy, right, undertaking, action, or agreement of either Party.

义（含其附属协议）构成双方就该事项达成的完整协议，且在此明确声明，不存在任何其他协议。本协议的任何修改仅在双方书面签署后生效。本协议将替代双方的所有协议。任一方在任何一个情况下针对本协议的弃权需通过书面形式进行。任一方在任何一个情况下针对本协议的任何弃权，将视为或可解释为在未来针对本协议同类型的权利予以放弃。本协议规定的任何权利、救济、承诺及义务均不对任一方的任何补救、权利、承诺、义务或协定构成限制。

Appendices attached to this Agreement form an integral part of this Agreement.

本协议附属协议构成协议整体的一部分。

separate signature page follows)

(单独署名页面)

Client

客户

Guangzhou Chengzhong Medical Science and Technology Co. Ltd.

广州诚忠医疗科技有限公司

Guangzhou, 24-03-2017

广州，2017 年 3 月 24 日

Name:

Function:

姓名: 徐宏伟

职务: 执行董事长

ACTA Dental Research BV

AMSTERDAM March 23, 2017

阿姆斯特丹，2017 年 3 月 23 日

Name:

Function: Executive Officer ACTA Dental Research BV

姓名:

职务: 执行董事

Read and agreed by Prof Dr

(Signature)

Name:

Function: Professor in Experimental Preventive Dentistry Cariology at ACTA

姓名:

职务:

Strategic Cooperation Framework Agreement

Party A: Biobone Consortium, ACTA, Vrij University and University of
Amsterdam, the Netherlands

Party B: Devsoon Technology Testing Co., Ltd. Weihai, China

Signing Date:

10.7.2017



As:

Party A is one of the top scientific research institutions;

Party B is a professional testing company supporting technology consulting services;

Party A and Party B are willing to cooperate.

1. Cooperation Contents

1.1 Party B prioritizes testing service about product development for Party A.

1.2 The work is about Pre-clinical study to identify the optimal dosage of BMP-2 loaded and BMP-2 toxicity testing from BioBone. The planning of the project is between July 2017 until Nov. 2017; the deliverables are the embedded histological blocks and lab tests according to the project plan. The delivery date will be end of 2017 (Dec. 30, 2017). The total costs are 230,000 RMB including: administration costs, animal costs, housekeeping costs, operation costs, lab testing costs and final report costs et al. The costs should be paid by party A (half will be paid before the experiment start, and another half should be paid after the final results delivered.

1.3 Party A and B build a strategic cooperation laboratory.

1.3.1 Party A should provide technical guidance about testing for Party B, so that Party A and B can make a new method for

testing.

1.3.2 To achieve the purpose of getting international advanced scientific research achievements and training high technical talents, Party B should provide internship and experimental base for Party A, the researchers from Party A can do research in the laboratory of Party B.

1.3.3 According to the testing items, Party B should provide excellent service and competitive price.

2 The Rights and Obligations of Party A

2.1 Party A should provide specific request about testing, including information about the samples, standards and requirements of report.

2.2 Party A should review and approve the testing protocol, Party A should take part in the development, verification and validation of the innovative testing.

2.3 Party A and Party B should sign technical services agreement for each test to define the test request, cost and turnover time .

2.4 Party A is responsible for the communication throughout the test.

2.5 Party A can review the records of testing onsite and obtain a copy of the original record after a written application.

2.6 All results are the property of the Party A and the project will be carried out under usual confidentiality terms.

3 The Rights and Obligations of Party B

- 3.1 Party B should make the protocol according to the test request and confirm the testing request when it is not clear.
- 3.2 Party A and Party B should sign technical services agreement for each test to define the test request, cost and turnover time. Party A should complete the test during the circle.
- 3.3 Party B should do the testing according to the confirmed protocol approved by the Party A, keep the records and provide the reports.
- 3.4 Party B can modify the reports according to Party A's request at the allowable range of laws and regulations.
- 3.5 Party B shall communicate with party A if there is any technical problem; If there is any deviation between test process and test protocol, party B shall notify party A, and shall obtain Party A's written consent ahead.
- 3.6 Party B should keep all of the information, discussion, negotiation, or decision during the testing confidential. Party B is willing to sign a particular secret agreement about mission or special field requested by Party A. Party B should return all the documents, letters and other properties to Party A if this agreement finished.
- 3.7 Experiments should be performed by Party A and Party B and

results should be generated and analyzed according to Party B's certified QA system.

3.8 Party B should get the official ethical approval from the local ethical committee for animal experiments for the study.

Party A: Biobone Consortium,
ACTA, Amsterdam



Signatory:



Date: 10-7-2017

A. J. Feilzou

Party B: Devsoon Technology
Testing Co., Ltd.



Signatory:



Date: 2017.06.23





SHENZHEN HOOGBIO SCIENCE & TECHNOLOGY CO., LTD
A11 Yiwei Space, 61 Liuxianer Rd, Baoan Distr., Shenzhen 518100, China

+86 [REDACTED]

[REDACTED]@gmail.com

Prof. dr. [REDACTED] PhD
Professor of Oral Cell Biology
Academic Centre for Dentistry Amsterdam (ACTA)
University of Amsterdam & Vrije Universiteit Amsterdam
Department of Oral Cell Biology
Gustav Mahlerlaan 3004
1081 LA Amsterdam
The Netherlands

Subject: Topconsortium Knowledge and Innovation (TKI) project support
Investigators: Prof. dr. [REDACTED]
Prof. dr. [REDACTED]
Title: Bone-in-a-box

Shenzhen, January 24, 2019

Dear Prof. [REDACTED] and Prof. [REDACTED]

This letter is regarding the support of a preclinical (fundamental) study between SHENZHEN HOOGBIO SCIENCE & TECHNOLOGY CO., LTD, A11 Yiwei Space, 61 Liuxianer Rd, Baoan Distr., Shenzhen 518100, China (hereafter "HOOGBIO") and Academic Centre for Dentistry Amsterdam (hereafter "ACTA"). ACTA desires to conduct a preclinical (fundamental) study with respect to the development of a "Bone-in-a-box" model to elucidate the interaction between blood vessels and bone cells during bone development and repair, and to extrapolate the results to clinical application for bone defect reconstruction, which has been written by Prof. dr. [REDACTED] and Prof. dr. [REDACTED] ("the investigators", ACTA).

This project is of great importance in Dentistry both at the (pre)clinical and commercial levels as it might provide excellent opportunity to augment bone and enable surgeons to place implants. Therefore, HOOGBIO shall provide the investigators at no cost the following materials up to a maximum total value of Euro 15000 as well as the following labor (hours) up to a maximum total value of Euro 15000:

- | | |
|---|-------------------|
| - COMPANY scaffold material | Euro 15000 |
| - COMPANY labor (2 month technician + 1 month supporting staff) | <u>Euro 15000</u> |
| | Total Euro 30000 |

for the performance of the study (amounting Euro 90000 total; requested support 15% = Euro 13500; provided support = Euro 30000).

Yours sincerely,

HOOGBIO, President Yunyu LU



SHENZHEN HOOGBIO SCIENCE & TECHNOLOGY CO., LTD
A11 Yiwei Space, 61 Liuxianer Rd, Baoan Distr., Shenzhen 518100, China
+86 [REDACTED]@gmail.com

CONSORTIUM AGREEMENT FOR PPP PROJECTS

THIS CONSORTIUM AGREEMENT FOR PPP PROJECTS (the "**Consortium Agreement**") is effective as of November 1, 2019 (the "**Effective Date**"), by and between:

1. **Academic Centre for Dentistry Amsterdam (ACTA)**, incorporated under The Netherlands law, having its statutory seat in Amsterdam, The Netherlands and its address, Gustav Mahlerlaan 3004, 1081 LA Amsterdam, The Netherlands, and registered with the Netherlands Chamber of Commerce under number 53815211, hereinafter referred to as the "Research Organization". **Research Organization** shall also act as the Project Coordinator;
2. **Amsterdam UMC**, incorporated under The Netherlands law, having its statutory seat in Amsterdam, The Netherlands, and its address, De Boelelaan 1117, 1081 HV Amsterdam, The Netherlands, and registered with the Netherlands Chamber of Commerce under number N.A., hereinafter referred to as the "**Co-applicant**";
3. **Shenzhen Hoogbio Science & Technology Co., LTD**, incorporated under China law, having its statutory seat Shenzhen, China, and its address, A11 Yiwei Space, 61 Liuxianer Rd, Baoan Distr., Shenzhen 518100, China, and registered with the China Chamber of Commerce under number 91440300MA5F879W1T, hereinafter referred to as the "**Industrial Partner**";

Each of the Participants hereinafter also referred as "a **Participant**" and together as "the **Participants**".

WHEREAS:

- A. The Dutch Top Sector Life Sciences and Health ('*Topconsortium voor Kennis en Innovatie*' or '*TKI*' *Life Sciences and Health*) is represented by Stichting Life Sciences Health – TKI (also acting under its trade name Health~Holland, hereinafter referred to as "**Stichting LSH-TKI**"), tasked by the Dutch government to promote and stimulate new public-private partnerships to undertake research and development projects in the life sciences;
- B. To promote such partnerships, the Minister of Economic Affairs and Climate Policy has allocated certain funds to Stichting LSH-TKI, to grant allowances to projects under the TKI-programme Life Sciences & Health (each such allowance a "**PPP Allowance**");
- C. Participants desire to start a research project titled "Bone-in-a-Box" (the "**Project**") within the scope of the TKI-programme Life Sciences & Health and have submitted an application to Stichting LSH-TKI for the grant of such PPP Allowance to the Project (the "**Project Application**");
- D. In addition to the applicable conditions of the PPP Allowance Agreement to be signed between the Participants and Stichting LSH-TKI upon approval of the Project Application, Participants desire to specify the binding commitments among themselves with regard to the Project and the work to be allocated thereunder as set out in the Project Application, all in accordance with the terms and conditions of this Consortium Agreement;
- E. The Participants agree that in case Stichting LSH-TKI does not grant the PPP Allowance as applied for, this Consortium Agreement will be terminated, except for the confidentiality provisions that will survive termination;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Article 1. **Definitions**

Words beginning with a capital letter shall have the meaning defined either herein or in the PPP Allowance Agreement.

- 1.1. **"Access Rights"** means any license and/or user rights to a Participant's Background or Foreground as set out in this Consortium Agreement;
- 1.2. **"Affiliate"** means the legal entity that is either the ultimate parent company of a Participant or that is under the direct or indirect control of a Participant, or under the same direct or indirect control as the Participant, control taking any of the following forms:
 - a. the direct or indirect holding of more than 50% of the nominal value of the issued share capital in the legal entity concerned, or of a majority of the voting rights of the shareholders or associates of that legal entity;
 - b. the direct or indirect holding, in fact or in law, of decision-making powers in the legal entity concerned.
- 1.3. **"Background"** means all information, know-how and material, whatever its form or nature, owned or controlled by a Participant prior to its participation to this Consortium Agreement, as well as any intellectual property rights pertaining to such data, that is Needed to implement the Project or to exploit the Foreground. Participants may identify the Background in Annex 1 to this Consortium Agreement, together with any (legal) restrictions or limits to the use thereof;
- 1.4. **"Chairperson"** means the person appointed by the Project Committee to chair the Project Committee's meetings. The Chairperson is the Project Coordinator or the Project Coordinator's representative, unless no Project Coordinator is appointed or if the Project Coordinator is subject to a decision of the Project Committee to replace the Project Coordinator, or to declare the Project Coordinator a Defaulting Participant;
- 1.5. **"Confidential Information"** shall mean any information or material, irrespective of its nature or form, disclosed by the disclosing Participant to the receiving Participant in connection with the Project (i) which is marked or indicated as being confidential by the disclosing Participant, or (ii) when disclosed orally has been identified as confidential at the time of disclosure and has been confirmed and designated in writing, within thirty (30) calendar days from oral disclosure at the latest, as Confidential Information by the disclosing Participant.
- 1.6. **"Consortium Agreement"** means this consortium agreement as well as the pre-amble and all annexes hereto;
- 1.7. **"Defaulting Participant"** means a Participant which the Project Committee has declared to be in substantial breach of this Consortium Agreement or the PPP Allowance Agreement in accordance with Sections 3.5 and 6.5 of this Consortium Agreement;
- 1.8. **"Effective Date"** means the date first written in the pre-amble;
- 1.9. **"Foreground"** means any output such as information, know-how and material - whatever its form or nature, and whether it can be protected or not - that is generated by or on behalf of a Participant (alone or together with other Participants) under the Project, as well as any rights attached to it, including intellectual property rights;
- 1.10. **"Member"** has the meaning assigned to it in Section 6.1;

1.11. **"Needed"** means:

- a. for the implementation of the Project, that Access Rights are needed if, without the grant of such Access Rights, carrying out the tasks assigned to the recipient Participant would be technically or legally impossible, significantly delayed, or require significant additional financial or human resources; and
- b. for exploitation of a Participant's own or jointly owned Foreground, that Access Rights are needed if, without the grant of such Access Rights, the exploitation of a Participant's own or jointly owned Foreground would be technically or legally impossible.

1.12. **"Option"** has the meaning assigned to it in Section 8.5 of this Consortium Agreement;1.13. **"PPP Allowance Agreement"** means the PPP Allowance grant agreement (to be) signed between the Participants and Stichting LSH-TKI, under which agreement Stichting LSH-TKI grants the PPP Allowance to the Participants subject to the terms and conditions set out in the PPP Allowance Agreement;1.14. **"Project Committee"** has the meaning assigned to it in Section 6.1;1.15. **"Project Share"** means the value of a Participant's total share in the Project, in cash and in kind, as identified in the Budget.1.16. **"Stichting LSH-TKI"** means the Stichting Life Sciences and Health, also acting under its trade name Health~Holland, having its statutory seat in The Hague, the Netherlands and its address at Wilhelmina van Pruysenweg 104, 2595 AN, The Hague and registered with the Dutch Chamber of Commerce under number 27380989.Article 2. **Purpose**

2.1. **Purpose.** The purpose of this Consortium Agreement is to specify, with respect to the Project, the relationship among the Participants. This includes in particular the management of the Project, (the organisation of the work between the Participants as set out in the Project Application and in accordance with the Budget, and the rights and obligations of the Participants with respect to the Background and Foreground.

2.2. **Conflict.** The Participants acknowledge and agree that if there is any conflict between the terms of this Consortium Agreement and the PPP Allowance Agreement, the terms of the PPP Allowance Agreement will prevail with regard to the PPP Allowance and the obligations of the Participants towards the Stichting LSH-TKI. In any other event, the terms of the Consortium Agreement shall prevail.

Article 3. **Entry into force, duration and termination**

3.1. **Entry into force.** This Consortium Agreement shall enter into force on the Effective Date and shall continue in full force and effect until all obligations undertaken by the Participants under the PPP Allowance Agreement and under this Consortium Agreement are completed, unless this Consortium Agreement or the participation of one or more Participants is terminated in accordance with the terms of this Consortium Agreement.

3.2. **New Participant.** A new entity becomes a Participant to the Consortium Agreement upon signature of the accession document attached as Annex 1 to this Consortium Agreement, by the

new Participant, the Project Coordinator and the Stichting LSH-TKI. Such accession shall have effect from the date identified in the accession document.

- 3.3. **Termination of the Agreement.** This Consortium Agreement shall terminate automatically upon rejection of the Project Application by the Stichting LSH-TKI. Furthermore, in the event that the PPP Allowance Agreement is terminated, the Consortium Agreement may be terminated by the Participants upon mutual written agreement and the prior written approval of Stichting LSH-TKI.
- 3.4. **Termination of a Participant's Participation.** The Project Committee is entitled to terminate a Participant's participation to the Consortium Agreement with immediate effect upon written notice to that Participant by the Project Coordinator or, if the Project Coordinator is the subject of termination, the Participant appointed by the Project Committee, in the following events:
 - 3.4.1. **Insolvency.** If a Participant is declared insolvent or granted suspension of payments, or a insolvency / winding-up petition has been filed in respect of such Participant to that end or its business is liquidated, dissolved or discontinued;
 - 3.4.2. **Breach.** If a Participant is in substantial breach of any of its obligations under the Consortium Agreement or the PPP Allowance Agreement, which is not caused by Force Majeure, and cannot be remedied or has not been remedied pursuant to Section 3.5;
 - 3.4.3. **Force Majeure.** If circumstances beyond the control of the Participants or investigator make it unreasonable to require the Project's continuation or a Participant is in a situation of Force Majeure which has continued for a period longer than ninety (90) calendar days as described in Article 5.6.
- 3.5. **Defaulting Participant.** In the event that the Project Committee identifies a breach by a Participant of its obligations under this Consortium Agreement or the PPP Allowance Agreement (e.g. improper implementation of the project), the Project Coordinator or, if the Project Coordinator is in breach of its obligations, the Participant appointed by the Project Committee, will give written notice to such Participant requiring that such breach will be remedied within 30 (thirty) calendar days from the date of receipt of the written notice by the Participant. If such breach is substantial and is not remedied within that period or is not capable of remedy, the Project Committee may decide to declare the Participant to be a Defaulting Participant and may terminate its participation in accordance with Section 3.4.2, unless such termination is not in reasonable proportion to the consequences for the Project.

The Project Committee is further entitled to declare a Participant a Defaulting Party in the event that the Stichting LSH-TKI has terminated that Participant's participation in accordance with Section 9.2 of the PPP Allowance Agreement.
- 3.6. **Voluntary Termination by a Participant.** A non-Defaulting Participant may request the Project Committee to terminate its participation in the Project and to this Consortium Agreement. Any Participant leaving the Project shall continue to grant Access Rights pursuant to this Consortium Agreement as if it had remained a Participant for the whole duration of the Project and such Participant shall repay any payments already received by this Participant until the effective date of the termination.
- 3.7. **Consequences of termination.**
 - 3.7.1. *Termination of a Participant's participation pursuant to Section 3.4.1 and 3.4.3.* In the event that the Project Committee terminates the Participant's participation to the Consortium Agreement in accordance with Section 3.4.1. or Sections 3.4.3, the

Participant(s) shall per the effective date of termination have no right to receive further payments (including the payment of PPP Allowance) and shall repay any payments it has received for work not implemented.

- 3.7.2. *Termination of a Participant's participation pursuant to Section 3.4.2 or pursuant to Section 3.6.* In the event that the Project Committee terminates the Participant's participation to the Consortium Agreement in accordance with Section 3.4.2. or a Participant voluntary terminates its participation pursuant to Section 3.6, the Project Committee may require that Participant repays all payments it has received, except the amount of PPP Allowance accepted by the Stichting LSH-TKI which shall be repaid by the Participant or the Project Coordinator to Stichting LSH-TKI in accordance with the PPP Allowance Agreement.

Furthermore a such Participant shall, within the limits specified in Section 5.5 of this Consortium Agreement, bear any reasonable and justifiable additional costs occurring to the other Participants in order to perform its and their tasks.

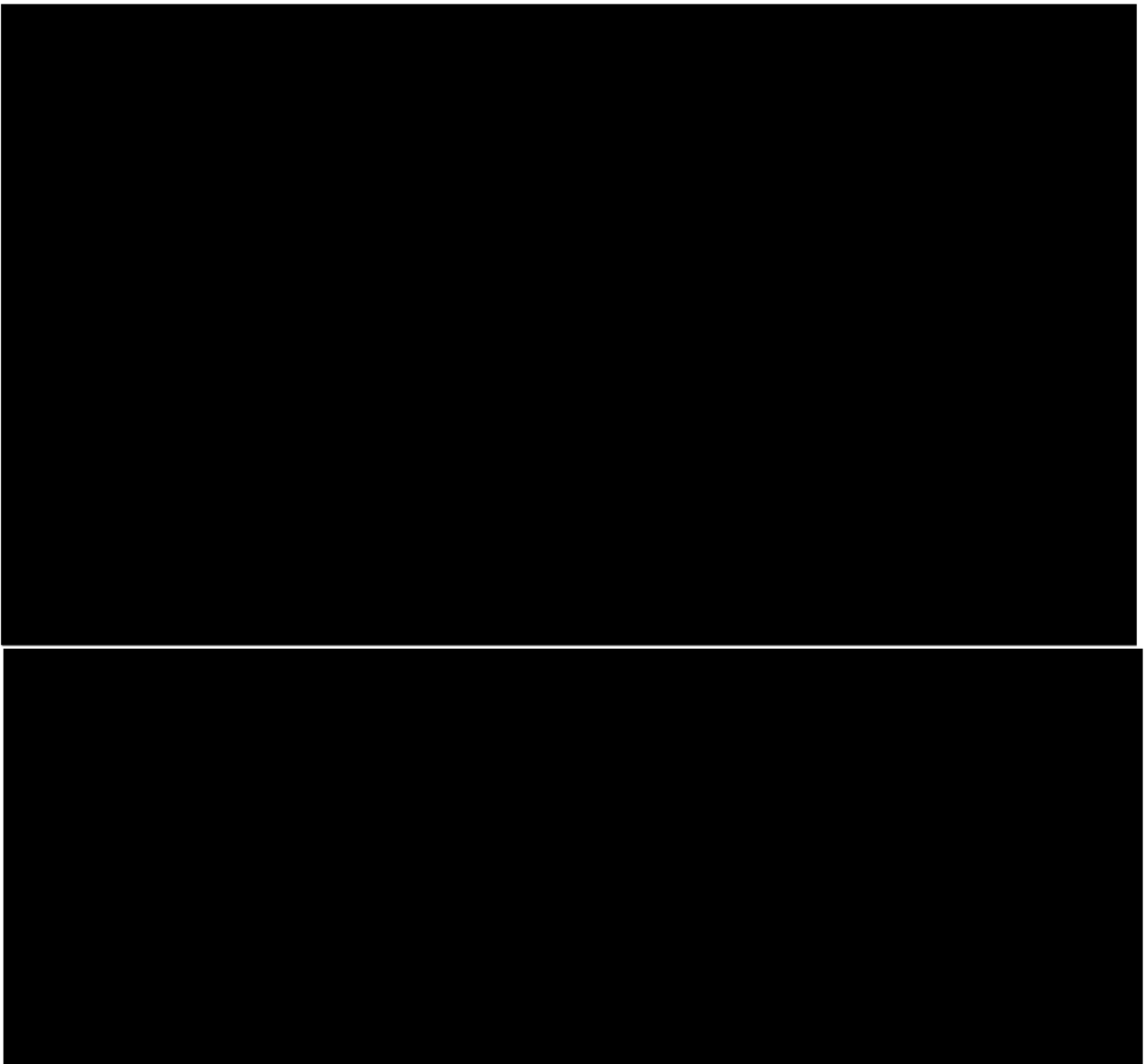
- 3.8. **Legal conditions.** In the event that the (voluntary) termination of the participation of one or more Participants to the Consortium Agreement results in the Project no longer satisfying the conditions set in the PPP Allowance Agreement or the applicable law (including the PPP Allowance Regulation) and the Stichting LSH-TKI requires a repayment of all or part of the PPP Allowance, the Participant(s) who's termination has resulted herein, shall repay the PPP Allowance required by the Stichting LSH-TKI under the PPP Allowance Agreement. This obligation shall be subject to the limits specified in Section 5.5 of this Consortium Agreement. Any excess amount shall be apportioned to the remaining Participants pro rata to their share in the total costs of the Project as identified in the Budget.
- 3.9. **Survival.** The following Sections 2.2, 3.7 – 3.9, 4.4.- 4.5, 7.4-7.5, 11.2 - 11.3 and Articles 5, 8, 9, 10 and 12 shall survive termination of this Consortium Agreement. Termination shall not affect any rights or obligations of a Participant who's participation to the Consortium Agreement has terminated and that are incurred prior to the date of termination, unless otherwise agreed between the Project Committee and such Participant. This includes the obligation to provide all input, deliverables and documents for the period of its participation.

Article 4. **Responsibilities of the Participants**

- 4.1. **General Principles.** Each Participant agrees to take part in the efficient implementation of the Project, in accordance with the Project Application, and to cooperate, perform and fulfil, promptly and on time, all of its obligations under this Consortium Agreement and the PPP Allowance Agreement as may be reasonably required from it.
- 4.2. **PPP Allowance Regulation.** The Participants agree to act in accordance with the applicable laws and regulations, and in particular to adhere to the terms and conditions of the PPP Allowance Regulation as applicable.
- 4.3. **Information obligations.** Each Participant undertakes to promptly notify the Project Committee through the Project Coordinator of any significant information, fact, problem or delay likely to affect the Project. Each Participant shall promptly provide all information reasonably required by the Project Committee through the Project Coordinator to carry out its tasks. Each Participant shall take reasonable measures to ensure the accuracy of any information (including Background and Foreground) or material it supplies to the other Participants.

- 4.4. Involvement of Affiliates or third parties. A Participant is only allowed to involve its Affiliates or third parties in the execution of its work under the Project upon prior approval thereof by the other Participants. A Participant that involves its Affiliates or third parties in the Project shall at all times remain responsible for the implementation of its allocated part of the Project and for such Affiliate or third party's compliance with the provisions of this Consortium Agreement. Such Participant shall ensure that the involvement of Affiliates or third parties does not affect the rights and obligations of the other Participants under this Consortium Agreement.
- 4.5. Reporting. In connection with the conditions and reporting requirements as set out in the PPP Allowance Agreement and with regard to the Foreground as referred to in Section 8.3 below, Participants shall provide the Project Coordinator with financial, scientific and progress reports with regard to the Project.

Article 5. **Warranties and Liability**



Article 6. **Project Committee and Project Coordinator**

- 6.1. **Project Committee.** The Project Committee is responsible for strategic and scientific management of the Project. The Project Committee shall be incorporated on the Effective Date and consist of one representative from each Participant (hereinafter referred to as "**Member**"). Each Member shall be deemed to be duly authorised by the Participant it represents to deliberate, negotiate and decide on all matters listed in Section 6.5 of this Consortium Agreement. The Project Coordinator shall act as the Chairperson in all meetings of the Project Committee, unless decided otherwise by the Project Committee.

The Participants agree to abide by all decisions of the Project Committee. This does not prevent the Participants from submitting a dispute for resolution in accordance with the provisions of settlement of disputes in Article 12 of this Consortium Agreement.

- 6.2. **Operational procedures for the Project Committee.**

- 6.2.1. *Representation in meetings.* Any Member shall use its best efforts to be present or be represented at any meeting and may appoint a substitute or a proxy to attend and vote at any meeting. Each Member shall participate in a meeting in a cooperative manner.
- 6.2.2. *Preparation and organisation of meetings.* The Chairperson shall convene ordinary meetings of the Project Committee at least once every 6 (six) months and shall also convene extraordinary meetings at any time upon written request of any Member.
- 6.2.3. *Notice of a meeting.* The Chairperson shall give notice in writing of a meeting including an agenda, to each Member as soon as possible and no later than 14 (fourteen) calendar days preceding an ordinary meeting and 7 (seven) calendar days preceding an extraordinary meeting.
- 6.2.4. *Agenda.* Any agenda item requiring a decision by the Members must be identified as such on the agenda. Any Member may add an item to the original agenda by written notification to all of the other Members no later than 7 (seven) calendar days preceding the meeting. During a meeting of the Project Committee the Members can unanimously agree to add a new item to the original agenda, provided that all Members are present or represented.

6.2.5. *Decision outside the Meeting.* Any decision may also be taken without a meeting if the Chairperson circulates to all Members a written document which is then signed by the unanimity or the defined majority of Members.

6.2.6. *Binding Decisions.* Decisions will only be binding once the relevant part of the minutes has been accepted according to Article 6.4 of this Consortium Agreement.

6.3. **Decision-making by the Project Committee**

6.3.1. *Voting rules and quorum.* Decisions shall be taken by a majority of the votes validly cast at a meeting where at least three-quarters of the Members are present or represented, provided that decisions on the entry of new Participants to the Consortium Agreement are to be taken unanimously by the Members of the Project Committee in meetings where all Members are present or represented subject to Section 6.3.3. below.

6.3.2. *Votes.* Each Member or its representative shall have one vote. Defaulting Participants have no vote.

6.3.3. *No voting right.* A Participant may not vote with regard to the decision relating to its identification to be in breach of its obligations nor to its identification as a Defaulting Participant. A Participant requesting to leave the consortium may not vote to decisions relating thereto.

6.4. **Minutes of Meetings.**

6.4.1. *Minutes of meetings.* The Chairperson shall produce written minutes of each meeting which shall be the formal record of all decisions taken. The Chairperson shall send draft minutes to all Members within 14 (fourteen) calendar days of the meeting.

6.4.2. *Corrections.* The minutes shall be considered as accepted if, within 14 (fourteen) calendar days from sending, no Member has objected in writing to the Chairperson with respect to the accuracy of the draft of the minutes.

6.4.3. *Accepted Minutes.* The Chairperson shall send the accepted minutes to all the Members of the Project Committee and to the Project Coordinator, who shall safeguard them. If requested, the Project Coordinator shall provide authenticated duplicates to Participants.

6.5. **Decisions of the Project Committee.** The Project Committee shall be free to act on its own initiative to formulate proposals and take decisions in accordance with the procedures set out herein. The following decisions shall be taken by the Project Committee:

- a. changes to the Project Application;
- b. changes to the Budget;
- c. withdrawals or adjustments to the Background set out in Annex 1;
- d. determine whether certain Background or Foreground is Needed, as set out in Section 9.3;
- e. entry of a new Participant to the Project and approval of the settlement on the conditions of the accession of such a new Participant;
- f. withdrawal of a Participant from the Project and the approval of the settlement on the conditions of the withdrawal;
- g. declaration of a Participant to be a Defaulting Participant;
- h. remedies to be performed by a Defaulting Participant;
- i. termination of a Defaulting Participant's participation in the Project and measures relating thereto;

- j. change or replacement of the Project Coordinator;
- k. appoint or change the Chairperson;
- l. suspension of all or part of the Project;
- m. termination of the Project and the Consortium Agreement.

- 6.6. Stichting LSH-TKI and Project Committee. The Project Coordinator shall inform Stichting LSH-TKI on any decisions by the Project Committee pursuant to Section 6.5 (a) to (b) and (e) to (g) and (i)(j), within 1 (one) week after such decisions have become final following the procedure outlined in Section 6.4.
- 6.7. Project Coordinator. The Project Coordinator coordinates and manages the Project and represents the Participants before Stichting LSH-TKI. Participants appoint Academic Centre for Dentistry Amsterdam (ACTA) as Project Coordinator and authorize Mrs Prof.dr. [REDACTED] to carry out the tasks set forth under this Section 6.7 and Section 6.8.
- 6.8. In particular, the Project Coordinator shall be responsible for:
- a. preparing the meetings, proposing decisions and preparing the agenda of Project Committee chairing the meetings, preparing the minutes of the meetings and monitoring the implementation of decisions taken at meetings;
 - b. monitoring compliance by the Participants with their obligations;
 - c. keeping the address list of Members and other contact persons updated and available;
 - d. collecting and reviewing information on the progress of the Project and submitting outline scientific reports and other deliverables (including financial statements and related certification), if required, to Stichting LSH-TKI and other Participants;
 - e. transmitting promptly documents and information connected with the Project;
 - f. administration of the Budget and fulfilling the financial tasks, all as described in Article 7;
 - g. providing, upon request, the Participants with official copies or originals of documents which are in the sole possession of the Project Coordinator when such copies or originals are necessary for the Participants to present claims.

The Project Coordinator shall not be entitled to act or to make legally binding declarations on behalf of any other Participant.

- 6.9. Replacement of the Project Coordinator. If the Project Coordinator is changed or fails in its coordination tasks and the Project Committee has decided to replace the Project Coordinator in accordance with Section 6.5, the Project Committee shall inform Stichting LSH-TKI promptly in writing of the change or replacement of the Project Coordinator.

Article 7. Financial provisions

- 7.1. Contribution. The contribution in cash or in kind (other than the Background) provided by each Participant is set out in the Budget. The Budget shall be valued in accordance with the usual accounting and management principles and practices of the respective Participants.
- 7.2. Obligations Project Coordinator. Participants acknowledge that any PPP Allowance by the Stichting LSH-TKI will be allocated to the Project Coordinator and the Project Coordinator shall distribute the PPP Allowance between the Participants, if applicable, as set out in the Budget. The Project Coordinator shall undertake to keep the PPP Allowance for the Project separated from its normal business accounts, its own assets and property. The Project Coordinator shall

perform diligently its tasks in the proper administration and distribution of the Project Budget and in maintaining financial accounts. The Project Coordinator shall provide Stichting LSH-TKI each year with an overview of the actual payments made under this Agreement, including a copy of the relevant bank account transaction or an audit certificate prepared and certified by an independent auditor, before April 1 of the following year.

- 7.3. **Rights of the Project Coordinator.** The Project Coordinator (or the Project Committee in the event that no Project Coordinator is appointed or if the Project Coordinator is subject to a decision of the Project Committee to replace the Project Coordinator, or to declare the Project Coordinator a Defaulting Participant) is entitled to withhold any payments due to a Participant to be in substantial breach of its obligations under this Consortium Agreement or the PPP Allowance Agreement. The Project Coordinator is further entitled to recover any payments already paid to a Defaulting Party. The Coordinator is equally entitled to withhold payments to a Party when this is suggested by or agreed with the Stichting LSH-TKI.

- 7.4. **Share Budget.** A Participant that spends less than its allocated share of the Budget will receive any payment only in accordance with its actual duly justified eligible costs only. In any case of a Participant having received excess payments, the Participant has to return the relevant amount to the Project Coordinator without undue delay.

A Participant that spends more than its allocated share of the Budget shall be responsible for the additional cost and will not receive an additional payments, unless expressly agreed otherwise between the Participants.

- 7.5. **Accounting.** Each Participant is solely responsible for the administration and accounting of the cost incurred with respect to the Project. In the event that an audit certificate is required, such certificate by an independent auditor shall be provided at the Participant's own cost.

Article 8. **Foreground**

8.1.

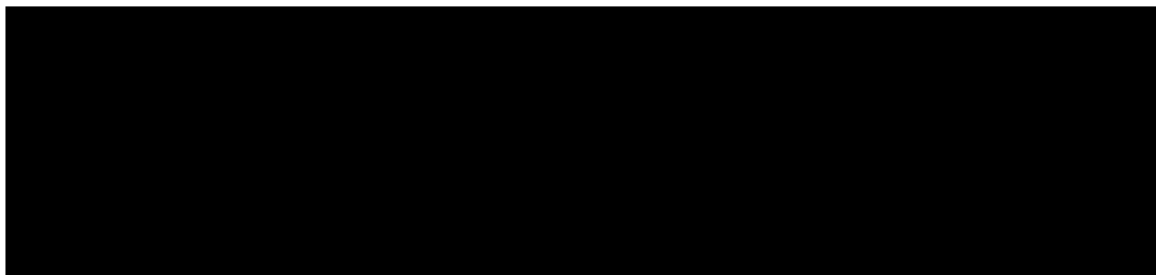
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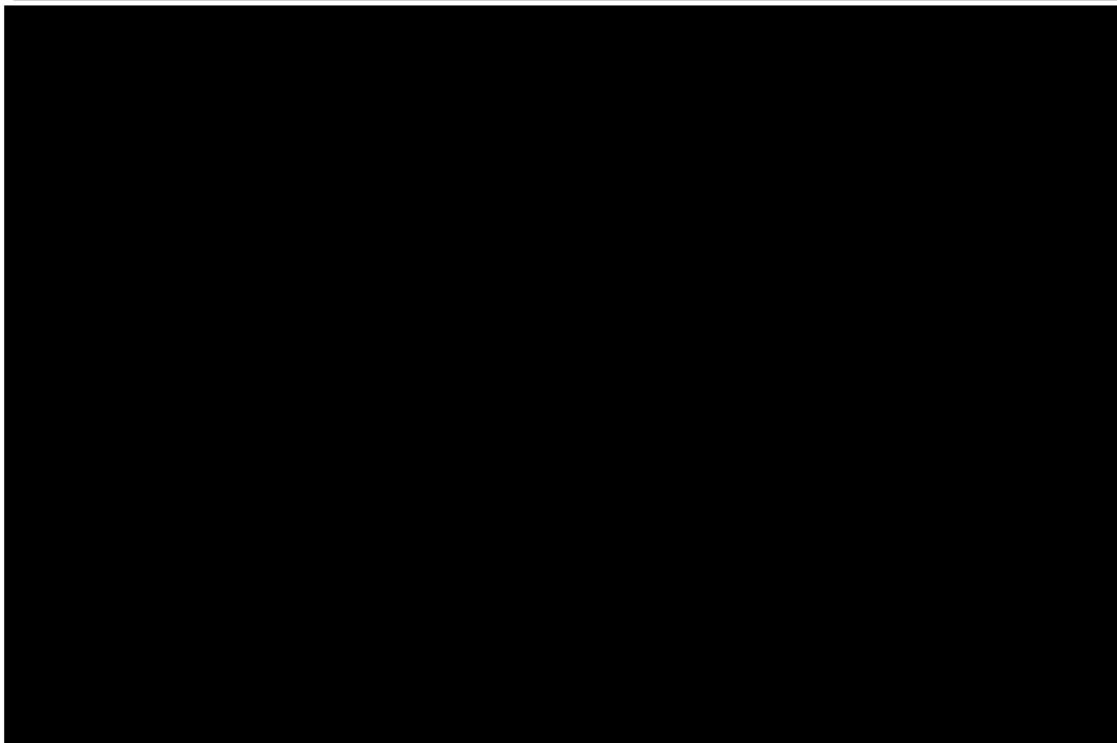
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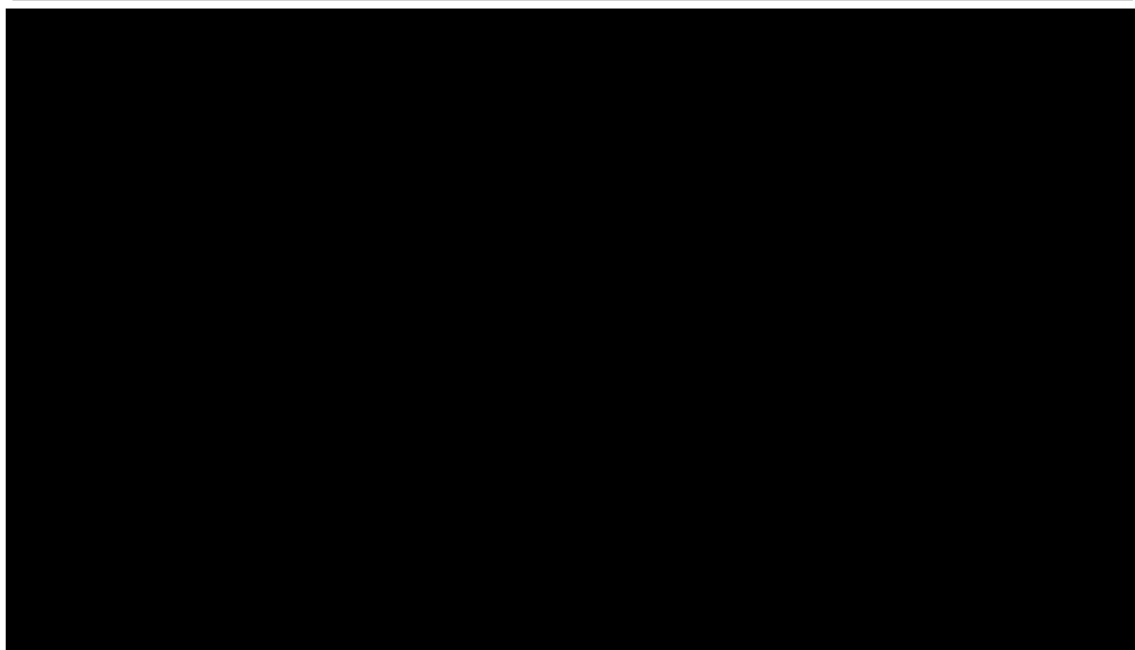
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8.5.



8.6.



8.7.

8.8.

- 8.9. **Publication.** Pursuant to the publication obligations set out in Section 5.11 of the PPP Allowance Agreement, the Participants must ensure open access (free of charge, online access for any user) to all scientific publications relating to its Foreground under the Project subject to the conditions hereunder. In particular, the Participants shall ensure open access to the deposited publication at the latest: (i) on publication, if an electronic version is available for free via the publisher, or (ii) within six months of publication in any other case.

A Participant or Participants that intend to publish on the Foreground (jointly) owned by it shall provide the other Participants with the draft publication at least 30 (thirty) calendar days before publication. Any objection to the planned publication shall be made in writing to the Coordinator and the Participant or Participants proposing the publication within 25 (twenty-five) calendar days upon receipt of the draft publication. If no objection is made within the time limit stated above, the Publication is permitted.

For the avoidance of doubt, a Participant shall **not** publish Foreground or Background of another Participant, even if such Foreground or Background is amalgamated with the Participant's own Foreground, without the other Participant's prior written approval.

- 8.10. **Objections to Publication.** An objection has to include a precise request for necessary modifications and shall be considered justified only, if:
- a. the proposed publication includes another Participant's Background, Foreground or other Confidential Information; or

- b. the objecting Participant's legitimate academic or commercial interests are harmed by the publication;
- c. the proposed publication includes patentable Foreground and the objecting Participant anticipates that it wishes to exercise the Option.

Upon receipt of an objection, the Participants involved shall discuss a solution in good faith. The objecting Participant can request a publication delay of an additional period of 150 (hundred fifty) calendar days (following the 30 (thirty) day period referred to in Section 8.9). Upon expiration of the term, the publishing Participant will be entitled to publish the proposed publication, provided that Confidential Information of the objecting Participant has been removed from the publication as indicated by the objecting Participant.

- 8.11. **Use of Names, Logos or Trademarks.** Nothing in this Consortium Agreement shall be construed as conferring rights to use in advertising, publicity or otherwise the name of the Participants or any of their logos or trademarks without their prior written approval.

Article 9. **Ownership Background and Access Rights**

- 9.1. **Background identification.** Each Participant has identified in Annex 1 to this Consortium Agreement certain of its Background that it is willing to grant Access Rights to, if any, and has also indicated, where relevant, whether the Access Rights to specific Background are subject to legal restrictions or limits. Anything not identified in Annex 1 shall not be the object of Access Right obligations with respect to the Background. Background remains the sole property of the Participant disclosing Background under the Project. Unless expressly agreed otherwise in writing, the disclosure of any Background does not imply the grant of Access Rights by the disclosing Participant. Each Participant will have the right to add Background to Annex 1 by written notice to the Coordinator, who will be responsible to inform the other Participants of such addition. In the event that a Participant desires to withdraw or modify any Background or restrict the Access Rights provided under this Agreement, such Participant will request the Project Committee to do so by written notice.
- 9.2. **Request for Additional Background.** A Participant (or Participants) is entitled to request another Participant to add certain Background to Annex 1 if such Access Rights are Needed. The Participant (or Participants) receiving such request may decide to add such Background in its sole discretion.
- 9.3. **Standard Access Rights.** Each Participant hereby grants to the other Participants such non-exclusive Access Rights if Needed for the implementation of the Project and for this purpose only, for the term of this Consortium Agreement and subject to the restrictions set out in Annex 1 with regard to the Access Rights to a Participant's Background. Any Access Rights granted under this Section 9.3 shall exclude any obligation to pay royalties and/or the right to sublicense.

If a Participant Needs Access Rights for the purpose of the implementation of the Project, such Participant shall request the relevant Participant in writing to make such Background or Foreground under the Access Rights available. The Participant receiving such request shall provide the requesting Participant with the relevant Background and/or Foreground within 5 (five) calendar days of the receipt of such notice. If the Participant receiving such request disagrees with the requesting Participant that the requested Background or Foreground is Needed, the requesting Participant shall have to show its Need for such Access Rights. Access Rights shall be free of any administrative transfer costs.

In the event that Participants disagree on whether the requested Background and/or Foreground is Needed in accordance with this Section 9.3, each of the Participants may request the Project Committee to decide the matter in accordance with Article 6.5 (d).

- 9.4. Access Rights for use or exploitation. Each Participant shall have the right to request Access Rights to a Participant's Background and/or Foreground in addition to the Access Rights granted under Section 9.3, from another Participant for (i) internal research purposes, or (ii) if such Access Rights are Needed or (iii) for the commercial exploitation of a Participant's (or that other Participant's) own or jointly owned Foreground.

A request for Access Rights shall be made in writing ultimately within six (6) months after expiration or termination of this Consortium Agreement. The granting of Access Rights will be at a Participant's own discretion and may be made conditional on the acceptance of specific conditions aiming at ensuring that these rights will be used only for the intended purpose and that appropriate confidentiality obligations are in place. Any Access Rights under this Section 9.4 under (i) shall be granted on a royalty-free basis and under (ii) and (iii) shall be granted on fair and reasonable market conform conditions.

- 9.5. Use of Access Rights. Background and Foreground shall be used only for the purposes for which Access Rights to it have been granted.

- 9.6. New Participants entering the Consortium Agreement. All Foreground developed before the accession of the new Participant shall considered to be Background listed in Annex 1 with regard to said new Participant.

- 9.7. Participants leaving the Consortium Agreement. Access Rights granted to a Defaulting Participant and such Participant's right to request Access Rights shall cease immediately upon receipt by the Defaulting Participant of the formal notice of the decision of the Project Committee to terminate its participation in the Project. A non-Defaulting Participant leaving voluntarily and with the other Participants' consent shall continue the Access Rights it has granted with respect to its Background and Foreground under this Consortium Agreement as if it had remained a Participant for the whole duration of the Project.

A Defaulting Participant or a Participant voluntarily leaving shall continue to grant Access Rights pursuant to this Consortium Agreement in respect of its Background; and Foreground existing at the time of such termination as prescribed in this Consortium Agreement, for the term of this Consortium Agreement.

Article 10. **Non-disclosure of Confidential Information**

- 10.1. Non-disclosure of information. All information in whatever form or mode of communication, which is disclosed by a Participant (the "**Disclosing Participant**") to any other Participant (the "**Receiving Participant**") in connection with the Project during its implementation and (i) which has been explicitly marked as "confidential" at the time of disclosure, or (ii) when disclosed orally has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 (fifteen) calendar days from oral disclosure at the latest as confidential information by the Disclosing Participant or (iii) when the confidential or proprietary character is or should reasonably have been known to the Receiving Participant is "**Confidential Information**".

Notwithstanding the foregoing, Confidential Information of a Participant shall not include information that the other Participant can establish by written documentation:

- a. to have been publicly known prior to disclosure of such information by the Disclosing Participant to the Receiving Participant;
- b. to have become publicly known, without the fault of the Receiving Participant, subsequent to disclosure of such information by the Disclosing Participant to the Receiving Participant;
- c. to have been received by the Receiving Participant at any time from a source, other than the Disclosing Participant, rightfully having possession of and the right to disclose such information;
- d. to have been otherwise known by the Receiving Participant prior to disclosure of such information by the Disclosing Participant to the Receiving Participant; or
- e. to have been independently developed by employees and/or agents of the Receiving Participant, on its behalf, without access to or use of such information disclosed by the Disclosing Participant to the Receiving Participant.

10.2. **Non-Disclosure.** During the term of this Consortium Agreement, and for a period of ten (10) years following the expiration or termination of this Consortium Agreement, each Participant shall maintain in confidence all Confidential Information disclosed by the other Participants, and agrees:

- a. not to use the Confidential Information for any other purpose for which it was disclosed;
- b. not to disclose Confidential Information to any third party without the prior written consent by the Disclosing Participant;
- c. to ensure that internal distribution of Confidential Information by a Receiving Participant shall take place on a strict need-to-know basis; and
- d. to return to the Disclosing Participant on demand all Confidential Information which has been supplied to or acquired by such Recipient including all copies thereof. If needed for the recording of on-going obligations, such Recipient may however keep a copy for archival purposes only.

Each Receiving Participant shall apply the same degree of care with regard to the Confidential Information disclosed under this Consortium Agreement as with its own confidential and/or proprietary information, but in no case less than reasonable care.

10.3. **Mandatory Disclosure.** If any Participant is required to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, nothing herein shall restrict the Receiving Participant from disclosing Confidential Information, but only to the extent of such order, law or regulation and it shall, to the extent it is lawfully able to do so, prior to any such disclosure (i) promptly notify the Disclosing Participant, and (ii) comply with the Disclosing Participant's reasonable instructions to maximally protect the confidentiality of the information.

10.4. **Obligations Recipient.** Notwithstanding Section 10.2 (c), Participants will have the right to disclose Confidential Information of another Participant to any of its Affiliates, provided that prior consent of the Disclosing Participant is obtained and such Affiliates are bound by confidentiality obligations not less stringent than the ones of the Consortium Agreement. Each Receiving

Participant shall further be responsible for the fulfilment of the above obligations on the part of its employees and its Affiliate employees and shall ensure that its employees remain so obliged, as far as legally possible, during and after the end of the Project and/or after the termination of employment.

- 10.5. Unauthorized Disclosure. Each Participant shall promptly advise the other Participant in writing of any unauthorized disclosure, misappropriation or misuse by any person of Confidential Information as soon as practicable after it becomes aware of such unauthorized disclosure, misappropriation or misuse.

Article 11. **Miscellaneous**

- 11.1. No representation, partnership or agency. The Participants shall not be entitled to act or to make legally binding declarations on behalf of any other Participant. Nothing in this Consortium Agreement shall be deemed to constitute a joint venture, agency, partnership, an offer by, or creating any obligation of either Participant to enter into any form of agreement other than stated in this Consortium Agreement or interest grouping or any other kind of formal business grouping or entity between the Participants.
- 11.2. Assignment. Except as allowed under this Consortium Agreement, no rights or obligations of the Participants arising from this Consortium Agreement may be assigned or transferred, in whole or in part, to any third party without the other Participants' prior formal approval.
- 11.3. Amendment. Pursuant to the PPP Allowance Agreement, any amendments or modifications of the text of this Consortium Agreement approved by all Participants require the prior written approval of Stichting LSH-TKI if, and to the extent that the PPP Allowance Agreement is still in effect. For the avoidance of doubt, any amendment of the Agreement without the prior written consent of Stichting LSH-TKI is null and void, if and to the extent that the PPP Allowance Agreement is still in effect.

Article 12. **Governing Law and Dispute Resolution**

- 12.1. Governing Law. This Agreement is governed by, and is to be construed exclusively in accordance with the laws of the Netherlands without regard to the conflict of laws provisions thereof.
- 12.2. Dispute Resolution. In the event of any disputes arising out of or in connection with this Agreement, including disputes concerning the existence and validity thereof, the Participants shall first make reasonable efforts to settle the dispute between themselves. Any legal actions or proceedings arising out of this Agreement which cannot be settled by good faith efforts and shall be brought exclusively to the court of The Hague, the Netherlands.

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IN WITNESS WHEREOF, the Participants hereto have signed this Consortium Agreement in 4 fold by their authorized representatives.

On behalf of Academic Centre for Dentistry Amsterdam (ACTA)

Place Amsterdam

Date

6/6/19

[Redacted Signature]

Name Prof.dr. Albert J. Feilzer

(b/a

[Redacted Signature]

director

Position Dean ACTA

of operational management)

On behalf of Amsterdam University Medical Centers (Amsterdam UMC)

Place Amsterdam

Date

Name

Mrs [Redacted Signature]

Position

Director Business Operations
Division 5, AUMC location VUmc

On behalf of Shenzhen Hoogbio Science and Technology Co., LTD

Place Shenzhen, China

Date

Name

Dr. [Redacted Signature]

Position

Chief Executive Officer

Ref no <insert Postdossiernumber>

<Type document title>

IN WITNESS WHEREOF, the Participants hereto have signed this Consortium Agreement in 4 fold by their authorized representatives.

On behalf of Academic Centre for Dentistry Amsterdam (ACTA)

Place Amsterdam

Date

Name Prof.dr. Albert J. Feilzer

Position Dean ACTA

On behalf of Amsterdam University Medical Centers (Amsterdam UMC)

Place Amsterdam

Date

5-6-2019

Name Mrs

Position Director Business Operations
Division 5, AUMC location VUmc

On behalf of Shenzhen Hoogbio Science and Technology Co., LTD

Place Shenzhen, China

Date

Name Dr

Position Chief Executive Officer

Ref no <insert Postdossiernumber>

<Type document title>

IN WITNESS WHEREOF, the Participants hereto have signed this Consortium Agreement in 4 fold by their authorized representatives.

On behalf of Academic Centre for Dentistry Amsterdam (ACTA)

Place Amsterdam

Date

Name Prof.dr. Albert J. Feilzer

Position Dean ACTA

On behalf of Amsterdam University Medical Centers (Amsterdam UMC)

Place Amsterdam

Date

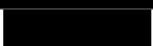
Name Mrs. 

Position Director Business Operations
Division 5, AUMC location VUmc

On behalf of Shenzhen Hoogbio Science and Technology Co., LTD

Place Shenzhen, China

Date June 11, 2019

Name Dr. 

Position Chief Executive Officer

Ref no <insert Postdossiernumber>

<Type document title>

Annex 1 – Background

Not applicable.

Annex 2 – Accession document

ACCESSION of a new Participant to [name of the Project] Consortium Agreement [and the PPP Allowance Agreement], as signed on [date].

[Name of the new Participant, and details] hereby consents to become a Participant to the Consortium Agreement [and the PPP Allowance Agreement] identified above and accepts all the rights and obligations of a Participant starting [date].

[Name Project Coordinator] hereby certifies that the consortium has accepted in the meeting held on [date] the accession of [the name of the new Participant] to the consortium starting [date].

Stichting LSH-TKI hereby consents to [new Participant] becoming a Participant to the Consortium Agreement and the PPP Allowance Agreement starting [date]. The consent of Stichting LSH-TKI to the accession of the [new Participant] shall be subject to the prior approval of the modified Budget.

This Accession document has been done in 3 (three) originals to be duly signed by the undersigned authorised representatives.

IN WITNESS WHEREOF, this Accession document is signed by the [new Participant], [the Project Coordinator] and the Stichting LSH-TKI by their authorized representatives.

On behalf of

Place

Date

On behalf of

Place

Date

Name

Position

Name

Position

On behalf of

Place

Date

On behalf of

Place

Date

Name

Position

Name

Position

**COOPERATIVE EDUCATION AND RESEARCH AGREEMENT
ON COLLABORATION**

BETWEEN

**School of Stomatology,
Zhejiang Chinese Medical University (ZCMU),
P. R. China**

AND

**Department of Oral Implantology and Prosthetic Dentistry,
Academic Centre for Dentistry Amsterdam (ACTA),
University of Amsterdam and VU University Amsterdam,
The Netherlands**

June 14th 2011

PARTY A: SCHOOL OF STOMATOLOGY, ZHEJIANG CHINESE
MEDICAL UNIVERSITY (ZCMU), P. R. CHINA.

PARTY B: DEPARTMENT OF ORAL IMPLANTOLOGY AND
PROSTHETIC DENTISTRY, ACADEMIC CENTRE FOR
DENTISTRY AMSTERDAM (ACTA), UNIVERSITY OF
AMSTERDAM AND VU UNIVERSITY AMSTERDAM,
THE NETHERLANDS.

COOPERATIVE EDUCATION AND RESEARCH AGREEMENT ON
COLLABORATION BETWEEN THE SCHOOL OF STOMATOLOGY,
ZHEJIANG CHINESE MEDICAL UNIVERSITY, HEREINAFTER
DENOMINATED PARTY A, REPRESENTED BY PROFESSOR
[REDACTED] THE DEAN OF THE SCHOOL OF STOMATOLOGY,
ZHEJIANG CHINESE MEDICAL UNIVERSITY AND THE
DEPARTMENT OF ORAL IMPLANTOLOGY AND PROSTHETIC
DENTISTRY, ACADEMIC CENTRE FOR DENTISTRY AMSTERDAM
(ACTA), UNIVERSITY OF AMSTERDAM AND VU UNIVERSITY
AMSTERDAM, HEREINAFTER DENOMINATED PARTY B,
REPRESENTED BY PROFESSOR [REDACTED] [REDACTED], THE
CHAIRMAN OF THE DEPARTMENT OF ORAL IMPLANTOLOGY
AND PROSTHETIC DENTISTRY, ACADEMIC CENTRE FOR
DENTISTRY AMSTERDAM (ACTA), UNIVERSITY OF AMSTERDAM
AND VU UNIVERSITY AMSTERDAM.

PARTY A DECLARATIONS:

1. PARTY A desires to establish an agreement on collaboration with PARTY B in accordance with the terms and conditions established herein.
2. For purposes of execution and fulfillment of this agreement, PROFESSOR ZHIYUAN GU, THE DEAN OF PARTY A may delegate his authority and responsibilities to such individuals, as he may deem appropriate.

PARTY B DECLARATIONS:

1. PARTY B desires to establish an agreement on collaboration with PARTY A in accordance with the terms and conditions established herein.
2. For purposes of execution and fulfillment of this agreement, PROFESSOR [REDACTED], THE CHAIRMAN OF PARTY B, may delegate his authority and responsibilities to such individuals, as he may deem appropriate.

WHEREAS PARTY A and PARTY B are linked by common academic interests, and WHEREAS these two institutions wish to enable collaboration and exchange in all research areas of mutual interest, and WHEREAS these two institutions wish to expand the basis for friendship and cooperative research exchange between China and the Netherlands; now, therefore, PARTY A and PARTY B set forth the following articles of agreement.

ARTICLE 1. The purposes of this general agreement include, but are not limited to the following:

1. Development of collaborative research projects. Cooperatively apply national and international research projects.
2. Foundation of Joint Research Center for Oral Implantology.
3. Share the laboratory facilities of the two parties and the research results will appropriately belong to the two parties on the basis of each contribution to the research project.
4. Exchange of publications and other materials of common interest.
5. Organization of joint academic and scientific activities, such as: continuing education, courses, conferences, seminars, symposia, or lectures.
6. Exchange and joint training of teaching and research personnel.
7. Joint training of undergraduate students.

* Cooperative projects under this general agreement may include any of the academic disciplines represented at either of the two institutions.

ARTICLE 2. In order to carry out and fulfill the goals of this agreement, PARTY A and PARTY B will appoint a coordinator for the development and management of joint activities. Through these contact persons, either institution may initiate proposals for activities under this agreement. Specific

details of any activity will be set forth in a supplement to the agreement which will become an integral part of this general agreement upon signing by appropriate authorities at both institutions. The supplement will include such items as:

1. Elaboration of the responsibilities of each institution for the agreed upon activities.
2. Schedules for the specific activities.
3. Budgets for and sources of financing of each activity.
4. Any other items necessary for the smooth and efficient management of the activities.

The contact persons will be responsible for the evaluation of activities under this agreement according to the regulations of their respective institutions and according to the respective national laws. Supplementary agreements will be approved at each institution according to the normal procedures for the type of activities proposed therein.

ARTICLE 3. This agreement will come into force on the date of its signature by both parties and will be valid for a period of five years. This agreement may be amended or renewed by mutual agreement of both institutions. Either institution at any time may terminate this agreement provided that the institution gives written notice at least three months prior to ending the agreement.

As witness to their subscription of the above articles, the appropriate authorities of PARTY A and PARTY B have hereunto set their hands.

[Redacted Signature]

Prof. Dr. [Redacted] u

Dean

School of Stomatology

Zhejiang Chinese Medical University

Hangzhou, P. R. China

[Redacted Signature]

Prof. Dr. Albert J. Feilzer

Dean

Academic Centre for Dentistry Amsterdam (ACTA),

University of Amsterdam and VU University Amsterdam,

Amsterdam, the Netherlands

[Redacted Signature]

Prof. Dr. [Redacted]

Chairman

Department of Oral Implantology and Prosthetic Dentistry,

Academic Centre for Dentistry Amsterdam (ACTA),

University of Amsterdam and VU University Amsterdam,

Amsterdam, the Netherlands

Memorandum of Understanding

Joint Research Project

Between

School of Stomatology

Guangzhou Medical University

China

and

Academic Centre For Dentistry Amsterdam (ACTA),

Vrije Universiteit Amsterdam and

Universiteit of Amsterdam

the Netherlands

Definitions

Party I: School of Stomatology, Guangzhou Medical University (GMSS), China

Party II: Academic Centre For Dentistry Amsterdam (ACTA), Vrije Universiteit Amsterdam and Universiteit of Amsterdam, the Netherlands

Basic principles

1. This research project support the scientific research collaborations and Ph.D training programs between Party I (GMSS) and Party II (ACTA).
2. Party I (GMSS) and Party II (ACTA) should contribute their personnel's, intelligence, facilities and all the other necessary resources to ensure the success of the collaborations.
3. Party I (GMSS) and Party II (ACTA) will share the Intelligence properties that are generated in these collaborations equally if without further detailed agreement.
4. This first period of the project will be 6 years.
5. This project will commence when the deans from both schools sign on this Memorandum of Understanding.
6. This project will not be stopped only under a further signed agreement between the deans from Party I (GMSS) and Party II (ACTA).

Detailed principles

Programs and organization

1. [REDACTED] from Party II (ACTA) will act as the Principle Investigator to lead the whole project and coordinate the contribution, undertaking and communication of both Party I (GMSS) and Party II (ACTA).
2. [REDACTED] is responsible to organize several sub-projects with different Professors and their groups from Party I (GMSS), Party II (ACTA) and other scientific groups.

3. [REDACTED] will organize a detailed procedure to select the Ph.D candidates, which will comply with the related rules of Vrije Universiteit Amsterdam and Universiteit of Amsterdam.
4. The Ph.D candidates will do their promotion in Vrije Universiteit Amsterdam and Universiteit of Amsterdam.
5. In the on-going period of this period, when a joint promotion agreement can be reached by the universities from both parties, the Ph.D candidates can also do a joint promotion according to the agreement of both parties.
6. Part II (ACTA) should set up an separate account in their financial system for the all the involved money from Party I (GMSS). [REDACTED] is responsible to control all the expenses of the involved money. Party II ACTA should make an annual report of fee usage to GMSS.
7. Both Party II (ACTA) and Party I (GMSS) should cooperate with each other for grant applications for further research collaborations.
8. The Ph.D culture period will be 3-6 years.

The responsibilities of Party I (GMSS)

9. Party I (GMSS) will cover the experiment expenses, such as lab facility usage, reagents and chemicals for the Ph.D students.
10. If the Ph.D stay in Netherlands, the lab fee (10,000 euro per year per student) will be transferred in advance to ACTA. Grants can be applied to cover the bench fee.
11. Party I (GMSS) will cover a tuition fee (administration, Ph.D courses, coordination) 8000 euro per Ph.D. The tuition fee will be paid 3000 euro, 3000 euro and 2000 euro in the 1st, 2nd and 3rd year to ACTA.
12. Party I (GMSS) will cover the salaries of their Ph.D candidates both in GMSS and in ACTA.
13. Party I (GMSS) will cover the salaries of the involved personnel's from

GMSS.

14. Party I (GMSS) will cover the congress fee (2000 euro per Ph.D) of their Ph.D candidates for their promotion.

The responsibilities of Party II ACTA

15. Party II ACTA will cover the salaries of the involved personnel's from ACTA accordingly.
16. Party II ACTA will cover the fee for the other costs (5000 euro per year per Ph.D), such as building, electricity, water, table, computer and web resources.



Exacte en
Natuurwetenschappen

Nederlandse Organisatie voor Wetenschappelijk Onderzoek
Domein Exacte en Natuurwetenschappen

Startformulier

Wij verzoeken u alle velden invullen en uploaden via uw account op www.isaac.nwo.nl

Projectnummer: 729.001.041
Naam projectleider: dr. [REDACTED]
Organisatie: ACTA
Afdeling: Oral Implantology
Startdatum: 01-01-2019
Einddatum: 01-06-2023

Uitbetaling 100% van de toegekende subsidie

Aantal volledige aanstellingen (AIO/PhD)		
Tranche	Uitbetaling	Tranchebedrag
1.	Per startdatum 20%	€ 58.665
2.	1 jaar na startdatum 20%	€ 58.662
3.	2 jaar na startdatum 20%	€ 58.662
4.	3 jaar na startdatum 25%	€ 73.328
	Uitbetaling laatste tranche (15%) na ontvangst en goedkeuring wetenschappelijk eindverslag en financiële verantwoording.	€ 43.996
Totaal uitbetaling		€ 293.313

* Totaal bedrag uitbetaling bevat de bench fee welke in de eerste tranche wordt uitbetaald

IBAN: [REDACTED]
Tenaamstelling bankrekening: VU Amsterdam - ACTA
Bij betaling te vermelden kenmerk: 1672813
Naam financieel contactpersoon: [REDACTED]
E-mailadres financieel contactpersoon: [REDACTED]@acta.nl

Voor akkoord	Naam	Handtekening	Datum
Projectleider	dr. [REDACTED]	[REDACTED]	3-05-19
Beheerder instelling	prof. dr. [REDACTED]		4.5.19



Netherlands Organisation for Scientific Research

PROJECT AGREEMENT

IN RELATION TO THE GDST-NWO science industry cooperation programme
Chemistry (June 2017 round)
“<BONE2TREAT>”
NWO FILE NR. 729.001.041

AN AGREEMENT made by and between

< Vrije Universiteit and University of Amsterdam>, part of <Stichting VU>, through its section < Academisch Centrum Tandheelkunde Amsterdam (ACTA)>, having a place of business < Gustav Mahlerlaan 3004, 1081 LA Amsterdam>, the Netherlands (“<ACTA>”);

< South China University of Technology (SCUoT)>, through its section < School of Materials Science and Engineering, National Engineering Research Center for Tissue Restoration and Reconstruction >, having a place of business < Tianhe District, Wushan Road, No. 381, 510641>, PR China (“<SCUoT>”);

<ACTA> and <SCUoT> are hereinafter referred to collectively as the “Knowledge Institutes”,
and

<Shenzhen Lando Biomaterials Co., Ltd. (Lando)>, having a place of business at <Unit 2B-C, Building B3, Guangming District, Shenzhen>, PR China (“<Lando>”);

<Yekimed AG>, having a place of business at <Gumpisbühlweg 10, CH-3067/ Boll>, Switzerland (“<Yekimed>”);

<Stichting Skeletal Tissue Engineering Group Amsterdam (STEGA)>, having a place of business at <De Boelelaan 1117-Afd.Orthop., 1081 HV Amsterdam>, The Netherlands (“<STEGA>”);

<STEGA>, <Lando> and <Yekimed> are hereinafter referred to collectively as the “Industrial Partners”,

and

The Netherlands Organisation for Scientific Research (NWO), having its office at Laan van Nieuw Oost-Indië 300, 2593 CE, The Hague, the Netherlands, hereinafter referred to as “NWO”;

(the Industrial Partners, the Knowledge Institutes and NWO collectively also referred to as the “Parties” and each them individually as a “Party”).

WHEREAS

- Parties wish to cooperate in a Sino-Dutch partnership in research and innovation in the field of <Chemistry>;
- Parties are willing and committed to enhance collaboration between researchers in the academic and industrial sectors from China and the Netherlands;
- Parties applied for and received grants for the Project (as defined below) from NWO in the Netherlands and the <GDST > in China;
- < GDST > wished to not become a party to this Agreement (as defined below).

NOW THEREFORE IT IS AGREED AS FOLLOWS:

Article 1 – Definitions

The following expressions shall have the meanings specified.

1.1 **“Affiliate”**

in relation to an Industrial Partner shall mean any other company which is controlled by, under common control with or controlling such Industrial Partner. For these purposes a company shall be deemed to have control of another company if it (directly or indirectly) owns a majority of the voting shares or equity share of that other company, or is entitled to (directly or indirectly) appoint a majority of the directors of the other company.

1.2 **“Agreement”**

This Project Agreement, including its annexes, concluded between the Parties, the signing of which is a prerequisite to start the Project.

1.3 **“Authorized Representative”**

Authorized Representative means a director, officer, employee, student who works on the Project (as the case may be) or consultant of the Receiving Party and/or an Affiliate thereof and the director, officer, employee or consultant of such Affiliate who has a “need to know” the Disclosing Party’s Confidential Information with respect to achieving the goals of the Project.

1.4 **“Background Information”**

In relation to a Project Partner (as hereinafter defined in Article 1.28) means any and all information and materials disclosed under this Agreement, including but not limited to proprietary materials, as well as intellectual property rights and applications pertaining to such information and materials that are:

- a) developed or obtained by the Project Partner prior to the commencement of the Project;
- b) developed or obtained by the Project Partner subsequent to the commencement of the Project, but independently from the Project; or
- c) acquired by the Project Partner from a third party subsequent to the commencement of the Project,

in each case only when offered by the Project Partner as potentially suitable for use by the Parties in pursuit of the Project, but only in pursuit of the Project, not being Results or Inventions.

- 1.5 “Board of the NWO Domain Science (Domain Board)”
Board of the Domain Science of the Netherlands Organisation for Scientific Research.
- 1.6 “Commercial Use”
Direct and/or indirect use of the Results aimed at generating income, such as by the sale of products or services incorporating the Results.
- 1.7 “Confidential Information”
Confidential Information shall have the meaning as described in Article 7.1.
- 1.8 “Contributing Project Partner”
Contributing Project Partner shall have the meaning ascribed to it in Article 5.2.
- 1.9 “Disclosing Party”
Disclosing Party shall have the meaning ascribed to it in Article 7.1
- 1.10 “Effective Date”
The signing date by NWO, being the last Party to sign the Agreement.
<date>.

The effectiveness of this Agreement shall be subject, however, to the granting of the Grant Netherlands and the Grant China.
- 1.11 “Field of Use”
The market(s) in and/or application(s) for which a Party is exclusively allowed to use and exploit any Results and/or Patent Families resulting from the Project, more specifically:

“<Yekimed> Field of Use”
<The Results and Patent Families resulting from the Project will be used for Yekimed own internal research and development purposes and potential applications in the fields of **Dentistry** : Bone augmentation, bone-defect filling, implantology: immediate placement, enhancement of sinus-lift procedures, peri-implantitis; **Orthopaedics** : Bone-defect filling and healing, bone-tissue generation to support implant anchorage, spinal fusion, local anabolic treatment of osteoporosis and **Cosmetics** : Physiological Botox substitutes Tissue Engineering: Bone, Cartilage, Breast Reconstruction, Skin Rejuvenation
>

“<Lando> Field of Use”
The Results and Patent Families resulting from the Project will be used for Lando own internal research and development purposes and potential application in field of biomaterial for tissue repair.
- 1.12 “Financial Contribution China”
Monetary (In-Cash) contribution by <Lando> as set forth in **Appendix 2** to this Agreement, in order to co-fund the Project.
- 1.13 “FRAND”
Fair, reasonable and non-discriminatory terms.
- 1.14 “Financial Contribution Netherlands”

Monetary (In-Cash) contribution by <STEGA> to NWO as set forth in **Appendix 2** to this Agreement, in order to co-fund the Project.

1.15 “Filing Partner(s)”

The Project Partner(s) that has/have decided to apply for a patent protection.

1.16 “Grant China”

Grant provided by <GDST> to <SCUoT>, set forth in **Appendix 3** to this Agreement.

1.17 “Grant Netherlands”

Grant to the Project including the Financial Contribution Netherlands, as approved by NWO, set forth in **Appendix 4** to this Agreement.

1.18 “IDF”

IDF shall have the meaning ascribed to it in Article 5.6.

1.19 “Interested Project Partner”

Interested Project Partner shall have the meaning ascribed to it in Article 5.7.

1.20 “Invention Costs”

Documented actual out-of-pocket and in-house labour costs related to and specified in the Grant China and/or in the Grant Netherlands, as incurred by the Inventing Partner in performing the research that has led to the Results for which a patent application is filed and covering that portion of the Project period beginning with the development of an invention concept and means of carrying out that concept, which concept and means of carrying out that concept are communicated to an authorized representative of the Inventing Party who is not a co-inventor, and continuing until a priority patent application is filed on such invention. In case the invention is an improvement of an existing priority patent forthcoming from the Project, the period begins with the date on which such existing priority patent application is filed and continues until a priority patent application is filed that includes claims to such improvement.

1.21 “Inventing Partner”

The Project Partner that employs the person(s) who make(s) a contribution to an inventive concept and means of carrying out that concept or generates knowhow, data or materials.

1.22 “<GDST>”

<GDST> of the People’s Republic of China.

1.23 “Patent Family”

Any patent applications filed and any patents granted which originate from the same priority document, which patent application(s) and patent(s) include claims to an invention as determined in accordance with Article 1.20 above.

1.24 “Principal Investigators”

Principal Investigators shall have the meaning ascribed to it in Article 3.1.

1.25 “Project”

The research to be executed by the Knowledge Institutes and the Industrial Partners for which the Grant China and the Grant Netherlands were provided.

1.26 “Project Description”

Description of the research to be executed in the Project, as set forth in **Appendix 1** to this Agreement.

1.27 “Project Manager”

Project Manager shall have the meaning ascribed to it in Article 3.2.

1.28 “Project Partners” or “Project Partner”

The Industrial Partners and the Knowledge Institute(s) jointly or each of the Industrial Partners or (each of) the Knowledge Institute(s) individually.

1.29 “Receiving Party”

Receiving Party shall have the meaning ascribed to it in Article 7.1.

1.30 “Receiving Project Partner”

Receiving Project Partner shall have the meaning ascribed to it in Article 5.2.

1.31 “Results”

All inventive and non-inventive results, including but not limited to knowledge, know-how, data, information, copyrights with the inclusion of copyrights on software, however with the exception of copyrights on publications or a thesis, materials and methods, prototypes, conclusions and findings generated by the Project Partners in carrying out activities under the Project pursuant to this Agreement.

1.32 “Term”

Term shall have the meaning ascribed to it in Article 9.

Article 2 – Cooperation under this Agreement

- 2.1 The Parties' cooperation under the Project shall be subject to the terms and conditions of this Agreement, unless explicitly otherwise provided.

Each Project Partner undertakes to take part in the efficient implementation of the Project, and to cooperate, perform and fulfil, promptly and on time, all of its obligations as described in the Project Description and this Agreement as may be reasonably required from it and in a manner of good faith.

Article 3 – Project Organisation, Management and Progress Monitoring

- 3.1 The Project Partners shall appoint two principal investigators, one from each of the Knowledge Institutes (“Principal Investigators”). The Principal Investigators shall be jointly responsible for the scientific quality and progress of the research performed in the Project and each Principal Investigator shall be responsible for the scientific quality and progress of the relevant part of the research performed by its Knowledge Institute in the Project.
- 3.2 The Project Partners shall appoint a project manager from one of the Industrial Partners (“Project Manager”). The Project Manager monitors, together with the Principal Investigators, the planning and progress of the Project, and any communication and alignment in relation thereto, and is responsible for managing the valorisation process of the Results, i.e. the process focussing on obtaining economic and/or societal value out of the Results.
- 3.3 The Project Manager, together with the Principal Investigators, shall organize and conduct Project meetings according to the project plan specified in the Project Description (**Appendix 1**) at least three times per calendar year. The milestones and deliverables of the Project, that shall be used for project monitoring, shall be included in

Appendix 7. [The secondment plan, which is an integral part of the Project Description, shall be specified in **Appendix 7.**]

- 3.4 It is agreed that during each such calendar year, at least one (1) meeting to discuss the Chinese research and progress, one (1) meeting to discuss the Netherlands research and progress and one (1) meeting to discuss the overall research and progress shall take place. Any meetings can take place in person or by means of teleconferencing and/or video conferencing.
- 3.5 The Project Manager shall inform the Project Partners of the status of the Project, progress made and any other outcome of such meetings (including but not limited to any actions and/or objectives to be taken before the next meeting) in writing within two (2) weeks after the date of the meeting. The Principal Investigators shall inform NWO respectively <GDST> on the progress of the Project in accordance with the respective Grants.

Article 4 – Funding

- 4.1 <STEGA> will issue one or more purchase orders to cover for the Financial Contribution Netherlands as set forth in **Appendix 2** to this Agreement. The terms and conditions of this Agreement form an integral part of any purchase order and shall take precedence over any contrary or inconsistent terms and conditions, which are herewith explicitly rejected, appearing or referred to in such purchase order, unless explicitly agreed otherwise between <STEGA> and NWO.

The Financial Contribution Netherlands mentioned in **Appendix 2** includes any and all overhead, taxes, charges, duties and government levies and will explicitly state the amount owed as VAT.

- 4.2 NWO shall apply the Financial Contribution Netherlands together with the financial contribution from Government (Grant Netherlands) in accordance with the <GDST-NWO science industry cooperation programme Chemistry> Brochure as set forth in **Appendix 5** and the Project Description as set forth in **Appendix 1**.
- 4.3 The Financial Contribution to the Chinese part of the project as set forth in **Appendix 2 and 3** to this Agreement, is the responsibility of the Chinese Industrial Partner and <GDST > respectively. <Lando> will make its Financial Contribution as set forth in **Appendix 2** to this Agreement. <GDST > will make its Financial Contribution available to <SCUoT> in accordance with the rules and regulations set forth in its funding decision.
- 4.4 Eligible costs can only be charged to the Project in accordance with the respective grants.
- 4.5 In case of a delay to start the Project due to non-scientific reasons, e.g., long-term absence of personnel assigned on the Project or absence of appropriate supervision, or due to the Knowledge Institute not complying with the “NWO-Regeling Subsidies” (**Appendix 5**), Project Manager shall inform the Project Partners, NWO and <GDST > immediately about this situation. In such case the Project Manager will discuss all possible solutions with the project Partners, NWO and <GDST >. Depending on the outcome of the discussion, NWO and <GDST > will take a decision regarding their contribution to the Project in accordance with the applicable regulation on granting.
- 4.6 In case for some reason NWO decides not to spend the remaining Project budget in accordance with the provisions of the NWO Regulation on Granting (*NWO Regeling subsidies*) and, consequently not to pay out any remaining installments of the Grant Netherlands, NWO will withdraw that remaining budget from the Project and – to the extent applicable – return the remaining budget to <STEGA> in accordance with its contribution, provided, however, that <STEGA> do(es) not qualify as Defaulting Party under the terms of this Agreement. In such case this Agreement will terminate with

immediate effect vis-à-vis all Parties and the provisions of Article 9.6 shall apply mutatis mutandis.

- 4.7 In case for some reason < GDST > decides not to grant the Grant China at all or to withdraw the Project budget in accordance with the applicable Chinese regulations on granting, and consequently not to pay out any remaining installments of the Grant China:
- (i) <Lando> and <SCUoT> shall negotiate in good faith how to complete the Chinese part of the Project by amending the Project Description and the provisions of Article 9.5 shall apply mutatis mutandis except as otherwise provided in this Article 4.7(i). Should <Lando> and <SCUoT> fail to reach agreement how to complete the Chinese part of the Project within three months from the < GDST > decision, in deviation of Article 9.5.3 of this Agreement will terminate with immediate effect vis-à-vis <Lando> and <SCUoT> and the provisions of Article 9.5 shall apply mutatis mutandis; and
 - (ii) <STEGA> and <ACTA> and NWO shall negotiate in good faith how to complete the Dutch part of the Project by amending the Project Description and the provisions of Article 9.5 shall apply mutatis mutandis.

Article 5 – Intellectual Property

5.3

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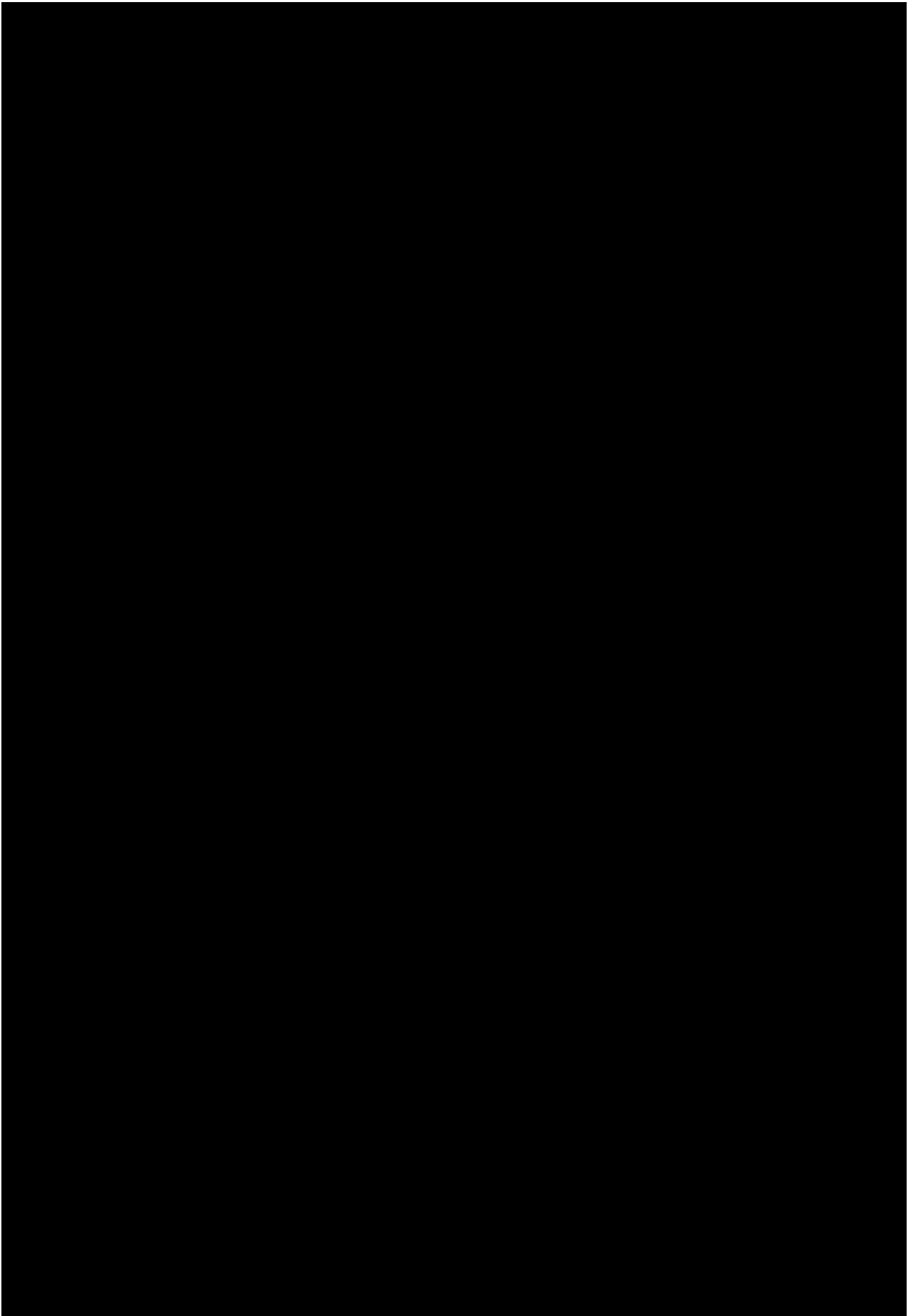
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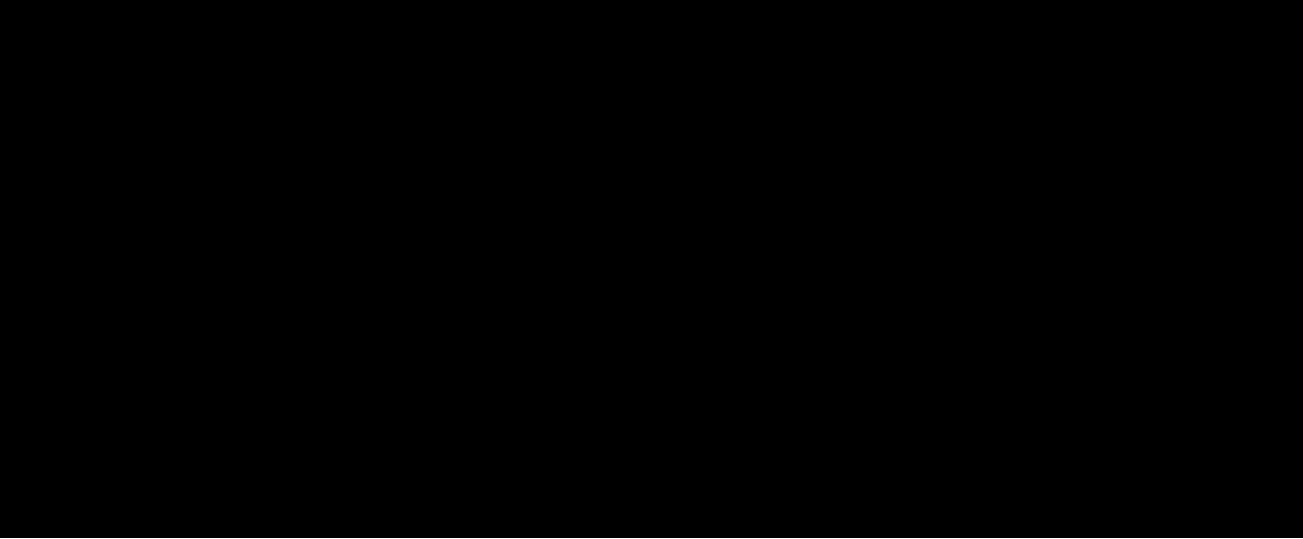
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Article 6 – Payments of financial compensation and licence fees

- 6.1 Any financial compensation for or licence fee on user, access or ownership rights to the Results as agreed in this Agreement or to be negotiated in the course of the Project, will be paid directly to the beneficial Party.

Article 7 – Confidentiality

- 7.1 The Disclosing Party shall use reasonable efforts to mark any Confidential Information that is disclosed in documentary or tangible form under this Agreement as follows: Confidential Information as used herein shall mean only that information, whether technical, commercial or economic, disclosed under this Agreement by a Party and/or its Affiliates (the “Disclosing Party”) to another Party and/or its Affiliates (the “Receiving Party”), either in a writing marked as “Disclosing Party [insert name of Party making the disclosure] Confidential Information” or if disclosed in non-written form, with contemporaneous identification of such non-written information as confidential to the Disclosing Party and subsequent reduction to, or summarization in, a writing delivered to the Receiving Party within thirty (30) days after such non-written disclosure. However, any failure to mark shall not affect the confidential status of Confidential Information if the information is confidential by nature. See Article 9.4 for the terms that are in force. Such Confidential Information shall include (without limitation) any samples, materials, compounds, data, reports, analyses, specifications, techniques, processes, technical information, ideas, know-how, trade secrets, unpublished patent applications and inventions (whether or not patentable), drawings, designs and computer software. Notwithstanding the foregoing and the provisions of Article 8 (Publicity) the Results, inventions, meetings, discussions and correspondence between the Parties under the Project are automatically deemed to be Confidential Information.
- 7.2 Receiving Party shall:
- solely use the Confidential Information for the performance of its obligations under this Agreement;
 - not analyse or have analysed any of the samples delivered under this Agreement other than necessary for the performance of its obligations under this Agreement;
 - not divulge or make accessible any Confidential Information to any party other than the Authorized Representatives;
 - impose substantially the same obligations as defined hereinabove upon the Authorized Representatives;
 - inform the Disclosing Party by return to which Affiliates the Confidential

Information will be divulged;

- f. not apply for patents or any other rights in the field of industrial property covering any of the Confidential Information furnished to it.

The obligations of confidentiality and non-use shall not apply to:

- (i) information which the Receiving Party can prove to have been in its possession prior to the disclosure thereof by the Disclosing Party and which was not obtained directly or indirectly from the Disclosing Party;
- (ii) information which the Receiving Party can prove that it either was part of the public domain through publication or otherwise before receipt of the same under this Agreement by the Disclosing Party, or thereafter becomes part of the public domain by publication or otherwise through no fault of the Receiving Party;
- (iii) information which the Receiving Party can prove by documentary (including any digital media by which information can be preserved) evidence that it was received by it from a third party imposing no restriction as to disclosure and which did not acquire any such information directly or indirectly from the Disclosing Party.
- (iv) information which the Receiving Party can prove by documentary (including any digital media by which information can be preserved) evidence was developed by employees of the Receiving Party or its Affiliates who are not directly or indirectly involved with this Agreement and did not have any access to Confidential Information.
- (v) information which is independently developed by Receiving Party without any use of or benefit from the Confidential Information and such independent development can be documented by Receiving Party with written (including any digital media by which information can be preserved) records.
- (vi) information which is required by law, judicial or arbitral process, regulatory authority or the rules of a recognized stock exchange to be disclosed, provided that, to the extent legally permissible, the Receiving Party gives the Disclosing Party prior notice of such requirement to disclose and a reasonable opportunity to obtain a protective order and the Receiving Party takes the necessary steps to minimize the extent of disclosure.

- 7.3 Upon the first request of Disclosing Party, Receiving Party will return to the Disclosing Party or destroy any and all of Disclosing Party's Confidential Information that Receiving Party obtains under this Agreement save that Receiving Party may retain one copy of Disclosing Party's Confidential Information for the sole purpose, in the event of a future dispute, of proving what information it did or did not receive hereunder.
- 7.4 Receiving Party shall promptly notify the Disclosing Party in writing upon the occurrence of any unauthorized disclosure or use of Confidential Information or any other breach of this Agreement of which it becomes aware.

Article 8 – Publication and publicity

- 8.1 The Project Partners shall, throughout the duration of the Project, take appropriate measures to ensure suitable publicity for the Project in order to highlight the NWO and < GDST > financial support and the specific programme involved. Unless an official of NWO or GDST requests otherwise, any notice or publication by the Project Partners about the Project, including at conferences or seminars, must specify that: "*This research received funding from the Netherlands Organisation for Scientific Research (NWO), GDST (GDST)*", Skeletal Tissue Engineering Group Amsterdam (STEGA Foundation). For the avoidance of doubt, any press releases or general public statements regarding the Project require the prior written approval of all Project Partners. Notwithstanding the foregoing, there shall be no publicity relative to Project

Results, without the prior written approval of all Project Partners as set forth in Article 8.2.

- 8.2 The Project Partners acknowledge that the (employees of the) Knowledge Institutes wish to publish or by other means make public all or part of the Results generated under this Agreement. To that end the following publication procedure is applicable. All intended publications from the Project, including but not limited to publications (by employees or students) of the Knowledge Institute(s), including but not limited to scientific papers and conference presentations, shall be previously submitted for approval to the (other) Project Partners. Within four (4) weeks from receiving said submission, Project Partners will respond to the request to publish. If within said period of four (4) weeks no Partner has objected to the draft publication, the publication shall be deemed approved. If within said four (4) weeks the Project Partners indicate they do not agree with the intended publication, they will mention the reason for this, and they are, within two (2) months from receiving said submission, entitled to:
- 8.2.1 in case of its ownership of IPRs to the Results, or its interest to acquire exclusive user or ownership rights, postpone the publication for a period of maximally six (6) months from receiving said submission in which period a patent application can be submitted; and/or
 - 8.2.2 request deletion of any of its Confidential Information confined to Background Information, with which request the publishing Project Partner shall comply, however without affecting the scientific integrity of the publication.
- 8.3 Any notice or publication by the Parties, in whatever form and on or by whatever medium, must specify that it reflects only the author's views and that NWO is not liable for any use that may be made of the information contained therein.
- 8.4 NWO and < GDST > shall be authorized to publish, in whatever form and on or by whatever medium, including the Internet, the following information:
- the names of the Project Partners;
 - the title of the Project;
 - the name(s) of the scientist(s) in charge of the Project;
 - the name(s) of the researchers funded under the Project;
 - the general purpose of the Project in the form of the popular summary provided by and approved by all Project Partners;
 - the amount granted (the Grant) and the total Project budget.
- 8.5 Upon a reasoned and duly substantiated request by one of the Parties, NWO and < GDST> will judge to proceed with such publicity if disclosure of the information indicated above would risk compromising such Party's security or commercial interests.

Article 9 – Term/Termination

- 9.1 This Agreement has come into force and effect on the Effective Date.
- 9.2 The Agreement shall remain in force until the date of termination or the date of conclusion of the Project ("the Term").
- 9.3 This Agreement may be terminated with respect to a Party prior to the termination due to Article 9.2, in the event of:
- 9.3.1 bankruptcy or a moratorium of payments (for more than 90 days) or entering into a debt rescheduling arrangement of a Party, immediately upon the occurrence of the relevant event and the Party's contribution cannot be taken over by one of the other Parties or the necessary finances to do so are not available; or

9.3.2 a Party's continuing failure to perform its obligations under this Agreement after being requested by a notice in writing to do so within a term of two months.

Notwithstanding the foregoing, a Private Partner may at any time terminate its participation to this Agreement without cause with a prior written notice of three months, provided that it pays any unpaid part of its Financial Contribution at the date it effectively terminates this Agreement, and provided it will keep contributing the total In kind contribution committed to the project, as set forth in **Appendix 1**. The Private Partner that terminates its participation to this Agreement before the conclusion of the Project is also bound to other rights and obligations under this Agreement, as set forth in Article 9.4.

9.4 Consequences in case of early termination of this Agreement in accordance with Article 9.3 hereof:

9.4.1 Each of the Parties (when qualifying as Defaulting Party) undertakes to the other Parties that it shall continue to grant access to its Background Information and Results that have been generated by it in the Project prior to the date of the Termination Notice for the duration of the Agreement;

9.4.2 All rights of a Defaulting Party shall cease immediately upon receipt of the formal notice of the other Parties' decision to terminate its participation in this Agreement;

9.4.3 A Defaulting Party leaving the Agreement shall refund all payments it has received except the amount of contribution accepted by the funding authorities or another contributor. Furthermore, a Defaulting Party, shall, within the limits specified in Article 11.5 of this Agreement, bear any reasonable and justifiable additional costs occurring to the other Parties in order to perform its and their tasks.

9.5 If participation of one or more of Defaulting Parties is terminated further to Article 9.3 or in the situation as described in Article 4.7, the remaining Parties shall negotiate in good faith how to complete the Project with the remaining Parties by amending the Project Description accordingly (the "Fall Back"), provided that:

9.5.1 any Fall Back must be to the satisfaction of all remaining Parties;

9.5.2 any Fall Back shall not require the remaining Industrial Partners to provide financial contributions in excess of the Financial Contribution Netherlands and/or the Financial Contribution China, i.e. any remaining (non-invoiced) parts thereof at the time of negotiating the Fall Back;

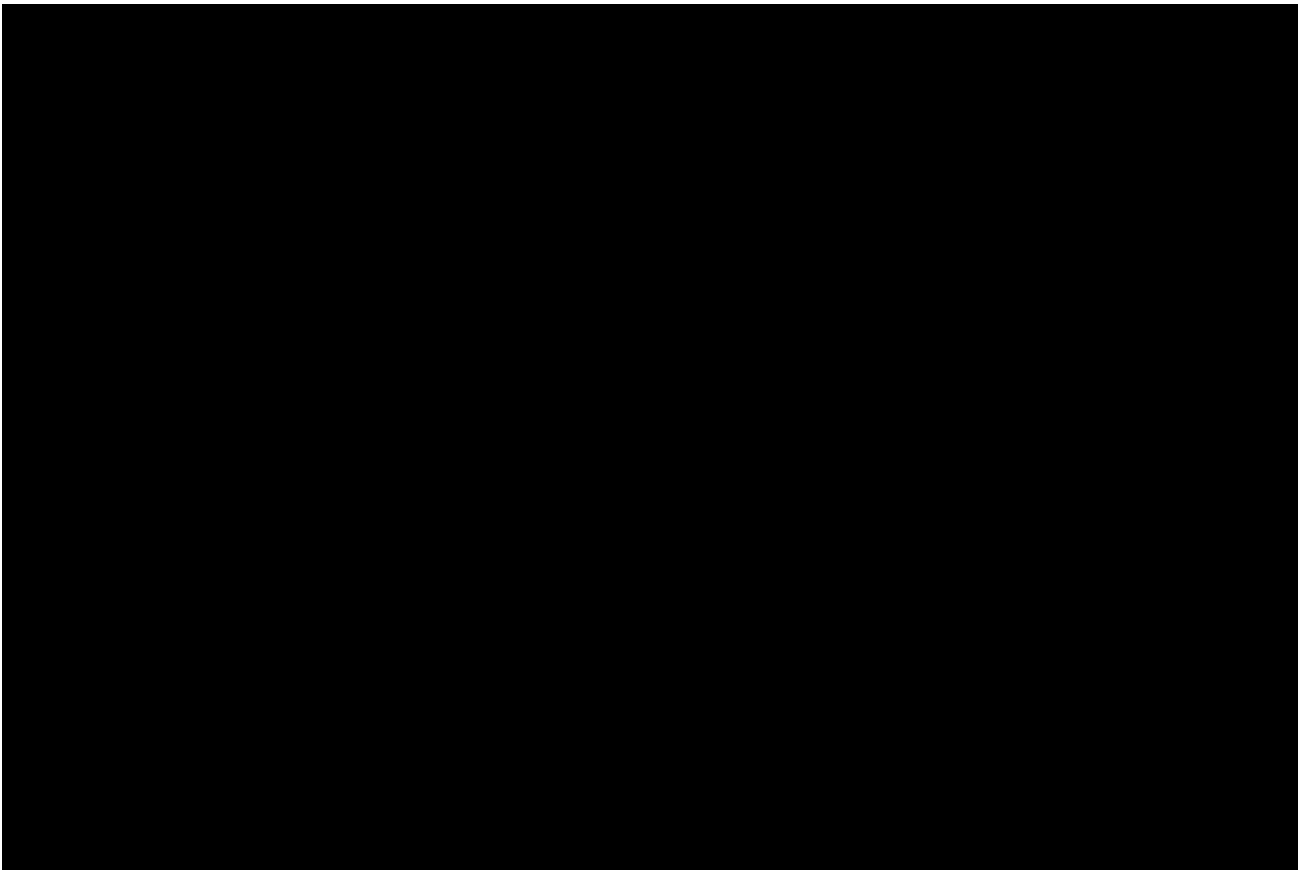
9.5.3 if remaining Parties fail to agree on a Fall Back within three (3) months after the date of the Termination Notice, each of the remaining Parties shall have the option to terminate this Agreement in writing with immediate effect ("Termination").

9.6 Rights and obligations under this Agreement which pursuant to their nature shall survive this Agreement (including without limitation Articles 5 up to and including 10 and 15 and 16), including but not limited to the obligation by an Industrial Partner to pay the Financial Contribution that it incurred prior to the date of Termination (except in case such Industrial Partner qualifies as Defaulting Party in which case Article 9.4.3 shall apply), remain in force after termination or expiration of this Agreement, while the rights and obligations pursuant to Articles 7 and 8 shall expire five (5) years after the end date of this Agreement.

Article 10 - Governing Law & Dispute Resolution

- 10.1 This Agreement and the relationship hereunder between the Parties shall be exclusively interpreted in accordance with and governed by the laws of the Netherlands.
- 10.2 The Parties shall endeavour to settle amicably any and all disputes regarding or stemming from this Agreement. If an amicable solution cannot be reached, the disputes shall be brought exclusively before the court in The Hague, The Netherlands.

Article 11 – Warranties / Limitation of Liability



Article 12 – Amendments

This Agreement may not be amended, modified or terminated orally; no provision of this Agreement may be waived orally; and no amendment, modification, or waiver of any of the provisions hereof shall be binding unless in writing and signed by all Parties.

Article 13 – Waivers

The Parties each agree that the waiver by any Party of a provision or of a particular breach by one or more of the other Parties of any obligation, or the failure of a Party at any particular time to exercise any of its rights herein provided, shall not be deemed to constitute a waiver of any other provision or subsequent breach or to prejudice the exercise in future of any right.

Article 14 – Severability

If any covenant, obligation or term hereunder or the application of any part of this Agreement to any person, party or circumstance shall, to any extent, be illegal, invalid or unenforceable,

the remainder of this Agreement or the application of such covenants, agreements or obligations other than those which are held to be invalid or unenforceable shall not be affected thereby; and each covenant, obligation and agreement contained herein shall be separately valid and enforceable to the full extent permitted by law. The Parties shall make a good faith effort to replace any invalid or unenforceable provision with a valid and enforceable one such that the objectives contemplated by the Parties when entering into this Agreement may be realized.

Article 15 – Force Majeure

None of the Parties will be responsible for delays resulting from causes beyond the reasonable control of such Party, including, without limitation, fire, explosion, flood, war, strike or riot; provided that the nonperforming Party uses its reasonable efforts to avoid or remove such causes of non-performance and continues performance under this Agreement with reasonable dispatch whenever such causes are removed. Illness and disease of individuals involved in research activities to be performed in this Project cannot be adduced as Force Majeure.

Article 16 – Notices

All notices, requests, demands and other communications to be given in accordance with this Agreement shall be given in writing and shall be given by prepaid registered mail, receipt return requested, or by email, return receipt or read receipt requested, to the relevant other Parties at the following addresses:

if to <STEGA>: **< Stichting Skeletal Tissue Engineering Group Amsterdam >**
 Address: < De Boelelaan 1117-Afd.Orthop., 1081 HV Amsterdam
 >, the Netherlands
 Attention: prof. ██████████ chair
 < With a copy to: dr. ██████████

if to <Yekimed>: **<Yekimed AG>**
Address: <Gumpisbühlweg 10, CH-3067 / Boll >, Switzerland
Attention: <[REDACTED], Project Manager>
 <With a copy to: <[REDACTED], Vice President>

if to <Lando>: < **Shenzhen Lando Biomaterials Co., Ltd.** >
Address: < Unit 2B-C, Building B3, Guangming District, Shenzhen
>, PR China
Attention: < [REDACTED], R&D Director>

if to <ACTA>: < **Acadisch Centrum Tandheelkunde Amsterdam (ACTA), Vrije Universiteit and University of Amsterdam**>

Address: < Gustav Mahlerlaan 3004, 1081 LA Amsterdam>, the Netherlands
Attention: [REDACTED] PhD, Associate prof & Research group Leader>

if to <SCUoT>: **<South China University of Technology>**
Address: <Tianhe District, Wushan Road, No. 381, 510641>, PR China
Attention: [REDACTED], PhD, Professor>

If to NWO: **THE NETHERLANDS ORGANISATION FOR SCIENTIFIC RESEARCH (NWO)**
Address: Laan van Nieuw Oost-Indië 300, 2593 CE Den Haag
Email: [REDACTED]@nwo.nl
Attention: Dr. [REDACTED]

or at such other address as a Party may have previously indicated to the other Parties in writing in conformity with the foregoing. Any such notice, request, demand or other communication shall be deemed to have been received on the seventh (7th) business day following the date of its mailing if sent by registered mail, or the next business day immediately following the date of transmission if sent by email.

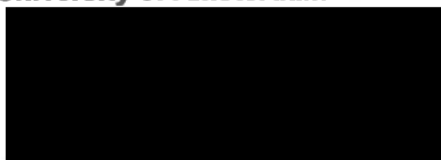
Article 17 – Assignment

The Parties shall not assign this Agreement or any part thereof without the prior written consent of the other Parties; provided, however, that an Industrial Partner may assign this Agreement without prior written consent of the other Parties to any of its Affiliates.

No assignment shall relieve any Party of responsibility for the performance of any accrued obligation which such Party then has hereunder.

AS WITNESS WHEREOF, each of the duly authorised officers of the Parties has signed this page, each with only one signature by< six (written in letters) of parties involved in the Consortium Agreement> (< 6 (as a digit) of parties involved in the Consortium Agreement>) copies of the signature page on the applicable signature block.

< **Academisch Centrum Tandheelkunde Amsterdam (ACTA), Vrije Universiteit and University of Amsterdam** >:



Name: A.J. Feilke

Title: dean

AS WITNESS WHEREOF, each of the duly authorised officers of the Parties has signed this page, each with only one signature by < six (written in letters) of parties involved in the Consortium Agreement> < 6 (as a digit) of parties involved in the Consortium Agreement>) copies of the signature page on the applicable signature block.

<South China University of Technology>:

Name:

Title:

Professor.

AS WITNESS WHEREOF, each of the duly authorised officers of the Parties has signed this page, each with only one signature by<six (written in letters) of parties involved in the Consortium Agreement> (<6 (as a digit) of parties involved in the Consortium Agreement>) copies of the signature page on the applicable signature block.

<Shenzhen Lando Biomaterials Co., Ltd. (Lando)>:

Name:

Title: *R&D Director*

AS WITNESS WHEREOF, each of the duly authorised officers of the Parties has signed this page, each with only one signature by< six (written in letters) of parties involved in the Consortium Agreement> (< 6 (as a digit) of parties involved in the Consortium Agreement>) copies of the signature page on the applicable signature block.

<Yekimed AG (Yekimed)>:

[Redacted signature block]

Name:

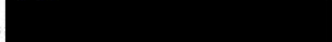
Title:

President, CEO
Yekimed, A.G.

AS WITNESS WHEREOF, each of the duly authorised officers of the Parties has signed this page, each with only one signature by< six (written in letters) of parties involved in the Consortium Agreement> (< 6 (as a digit) of parties involved in the Consortium Agreement>) copies of the signature page on the applicable signature block.

Stichting <STEGA>:

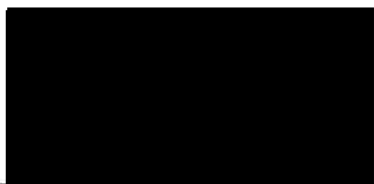
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Name: prof. 

Title: Chair of the board of the foundation

AS WITNESS WHEREOF, each of the duly authorised officers of the Parties has signed this page, each with only one signature by< six (written in letters) of parties involved in the Consortium Agreement> (< 6 (as a digit) of parties involved in the Consortium Agreement>) copies of the signature page on the applicable signature block.

The Netherlands Organisation for Scientific Research (NWO):

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Name: Dr. 

Title: Director Science Domain

APPENDICES TO THIS AGREEMENT

APPENDIX 1 – Project Description,

**APPENDIX 2 – Project Budgets and Private Partner Financial Contributions Available
on the Effective Date**

APPENDIX 3 – Grant China

APPENDIX 4 – Grant Netherlands

**APPENDIX 5 –Brochure Call for Proposals GDST-NWO science industry cooperation
programme Chemistry [2017]**

APPENDIX 6 - NWO Regulation on Granting (version 2015)

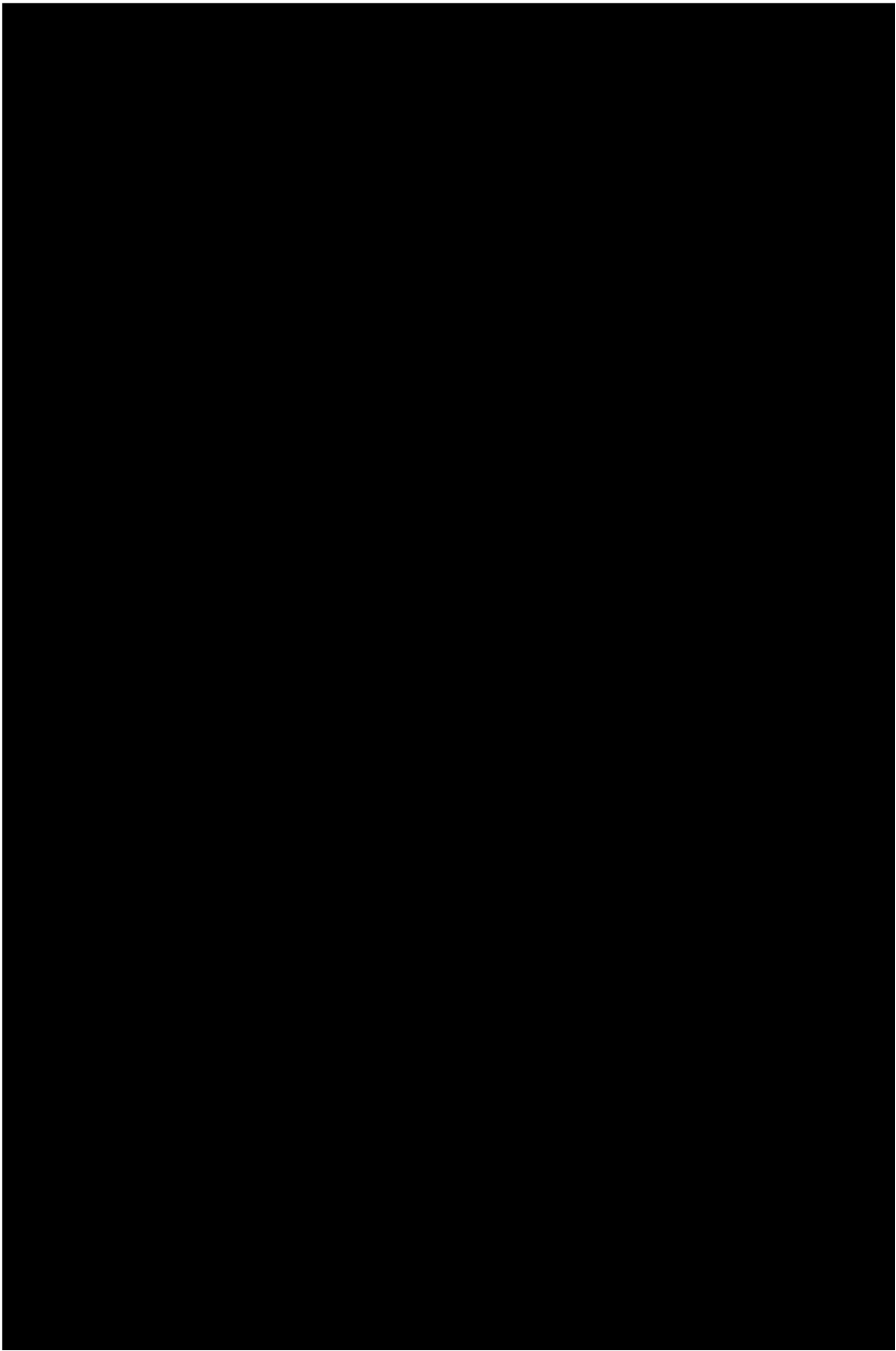
APPENDIX 7 - Milestones, Deliverables and Secondments

<Optional: APPENDIX 8 – Background Information Notifications>

<Optional: APPENDIX 9 – ‘Distribution of IP rights’>

APPENDIX 1 - Project Description

Attached hereto.





APPENDIX 2 - Project Budgets and Private Partner Financial Contributions Available on the Effective Date

Project title: “<Development of innovative bone substitute carrier with integrated anti-cancer drug (Bone2Treat)>”

Principle Investigator NL (from a Dutch academic institution): <[REDACTED]> (<Academisch Centrum Tandheelkunde Amsterdam (ACTA), Vrije Universiteit and University of Amsterdam>)

Principal Investigator - PI CN (from a Chinese academic institution): [REDACTED] [REDACTED] (South China University of Technology>)

Project Manager: [REDACTED]

Project Description: attached as Appendix 1

Grant China: attached as Appendix 3

Grant Netherlands: attached as Appendix 4

Industrial Partner to this Project and its Financial Contribution to the Project budget

<Stichting STEGA>:

a total amount of € [REDACTED] [REDACTED] EURO), which is spent on the total budget as described above in this Appendix 1.

The Payment of the Financial Contribution to NWO

<STEGA> will pay its Financial Contribution in three (3) equal parts to NWO. The first payment shall be remitted within forty-five (45) days after the Effective date, as invoiced by NWO to <STEGA>.

<STEGA> will receive invoices to remit its financial contribution on the following dates: Effective date, April 1st 2019, April 1st 2020, April 1st 2021.

Invoicing procedure

<STEGA> will provide the following information to NWO:

[STEGA]:

- Name financial contact: Prof.dr.ir. [REDACTED]
- Telephone number financial contact: +31 [REDACTED]
- Postal and email addresses to be used: Dept. Orthopedie, room 3F45, Amsterdam UMC, Boelelaan 1117, 1081HV Amsterdam
- E-mail: [REDACTED]@amc.nl / [REDACTED]@vumc.nl
- Purchase Order number if required: not applicable
- Any other relevant details:

[copy format above and fill in for each additional company]

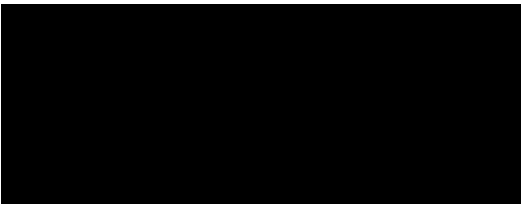
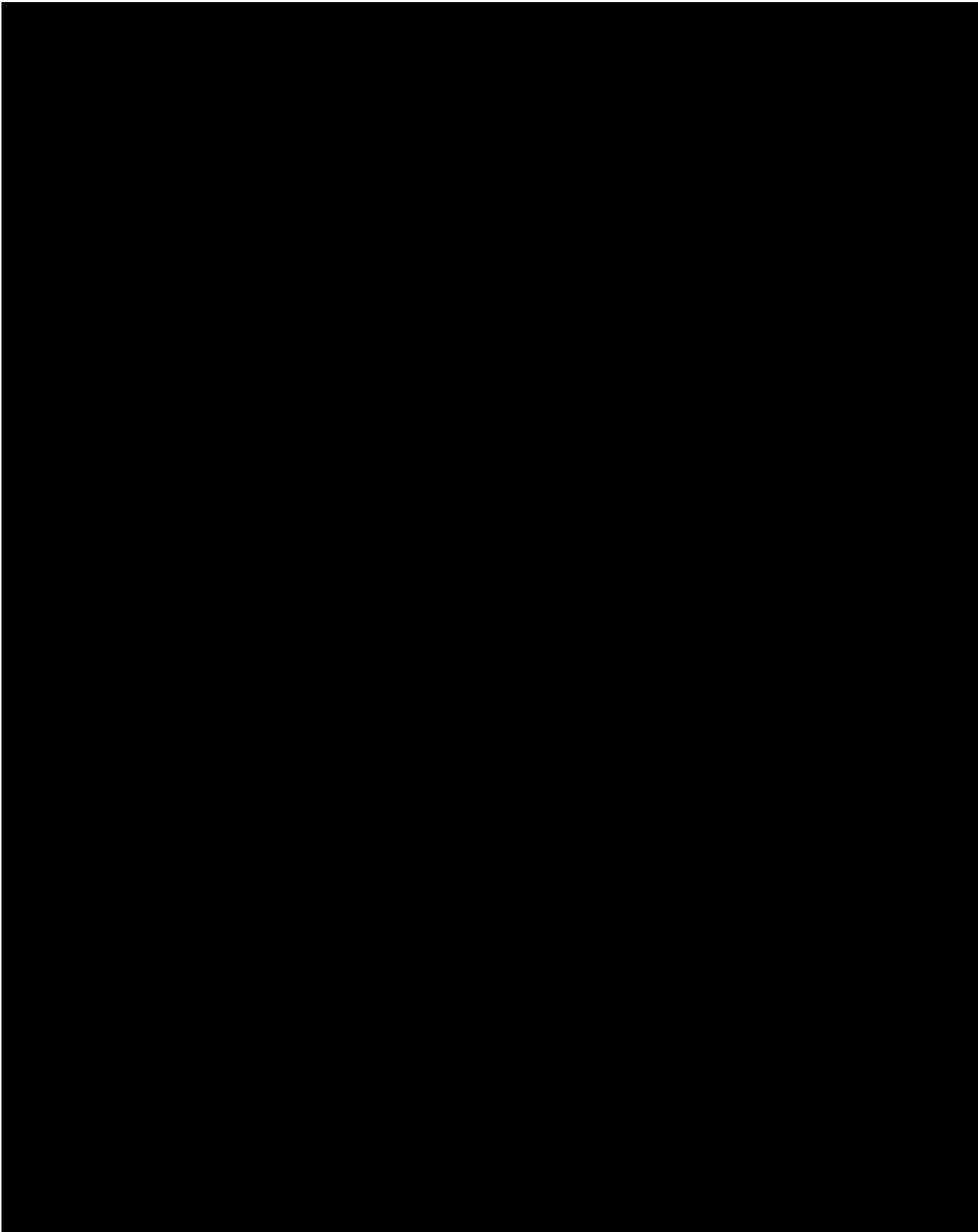
For companies that create (a) purchase order(s) or a vendor/client number, NWO provides the following information:

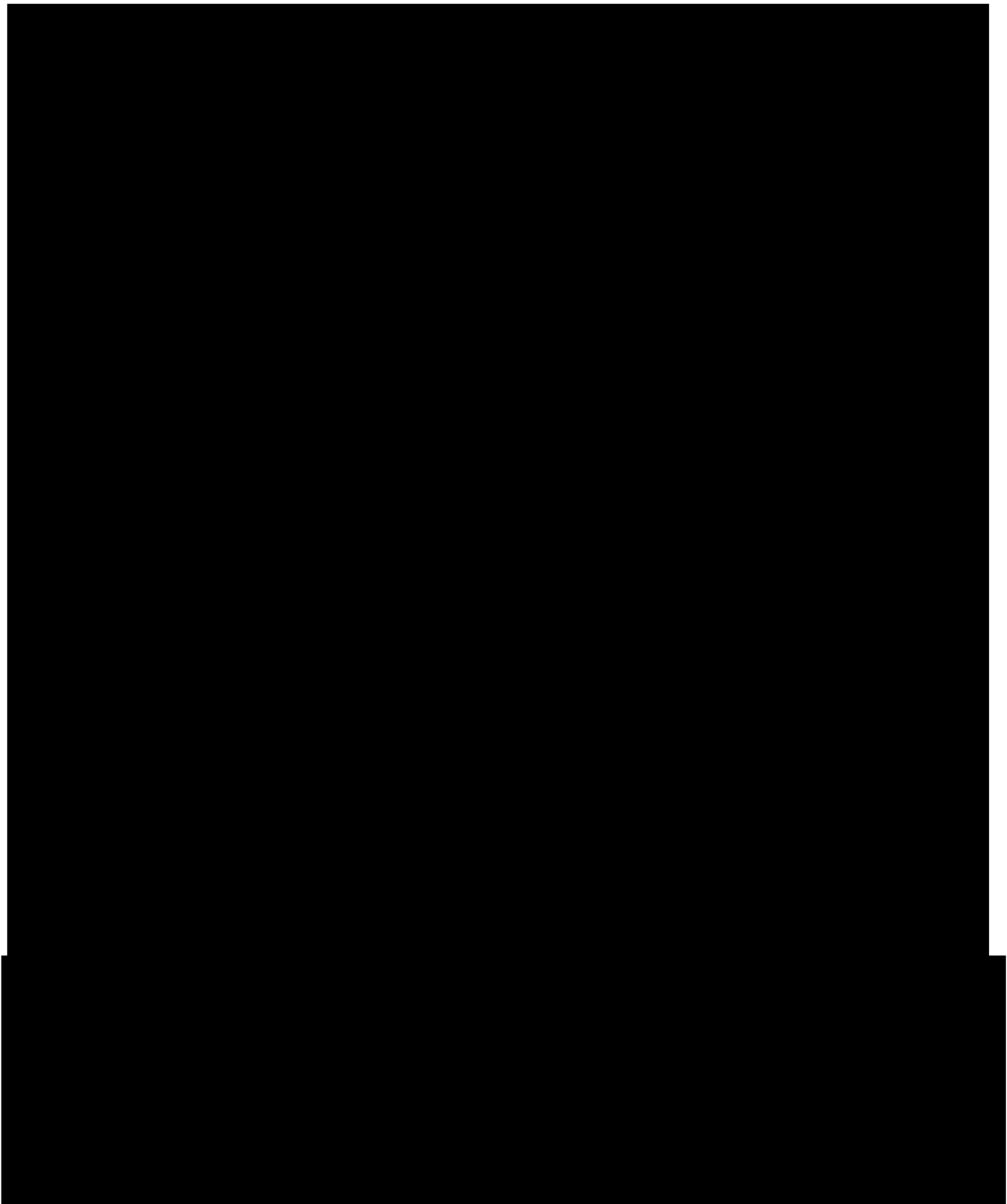
The financial contribution is free of VAT

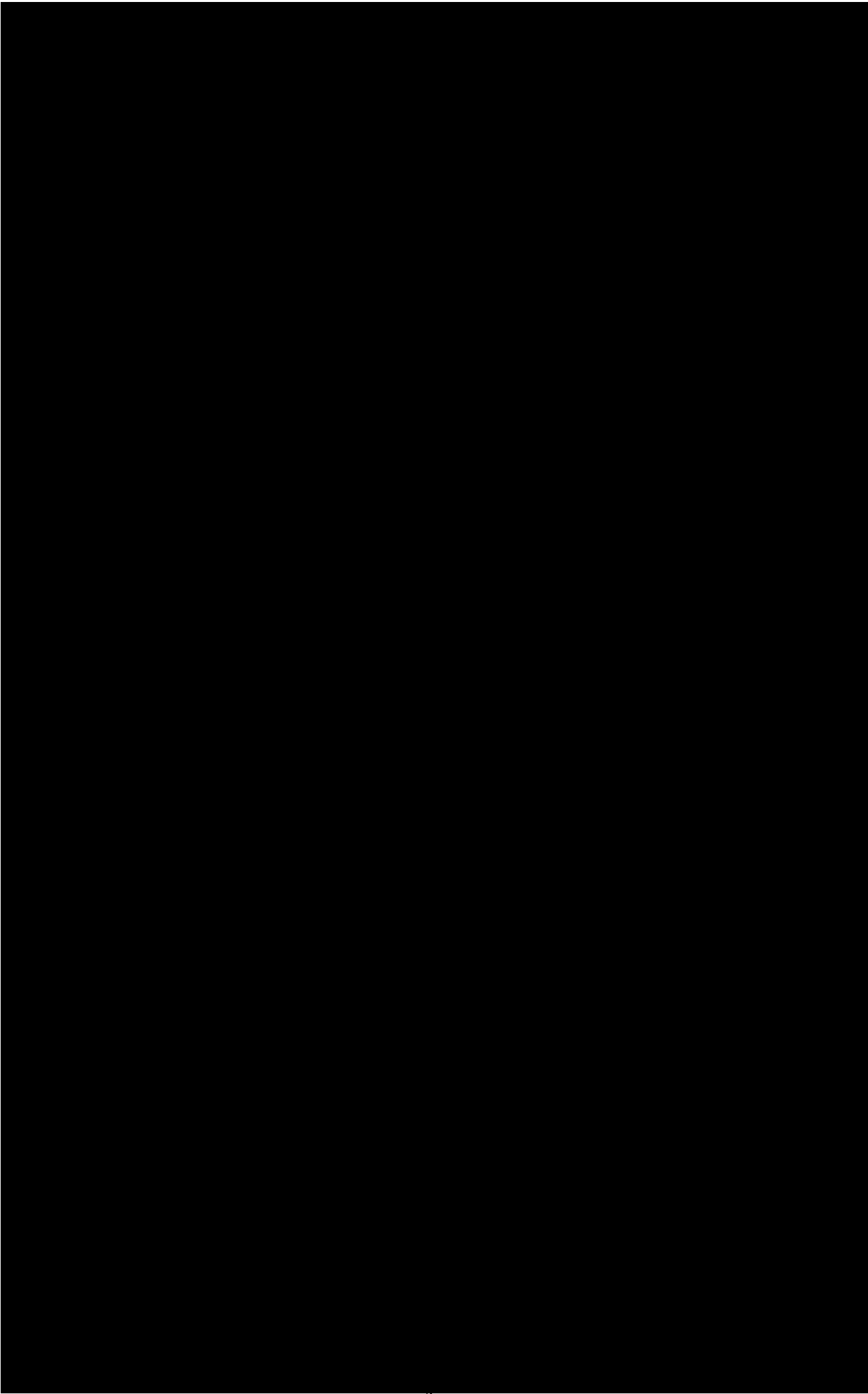
Address:

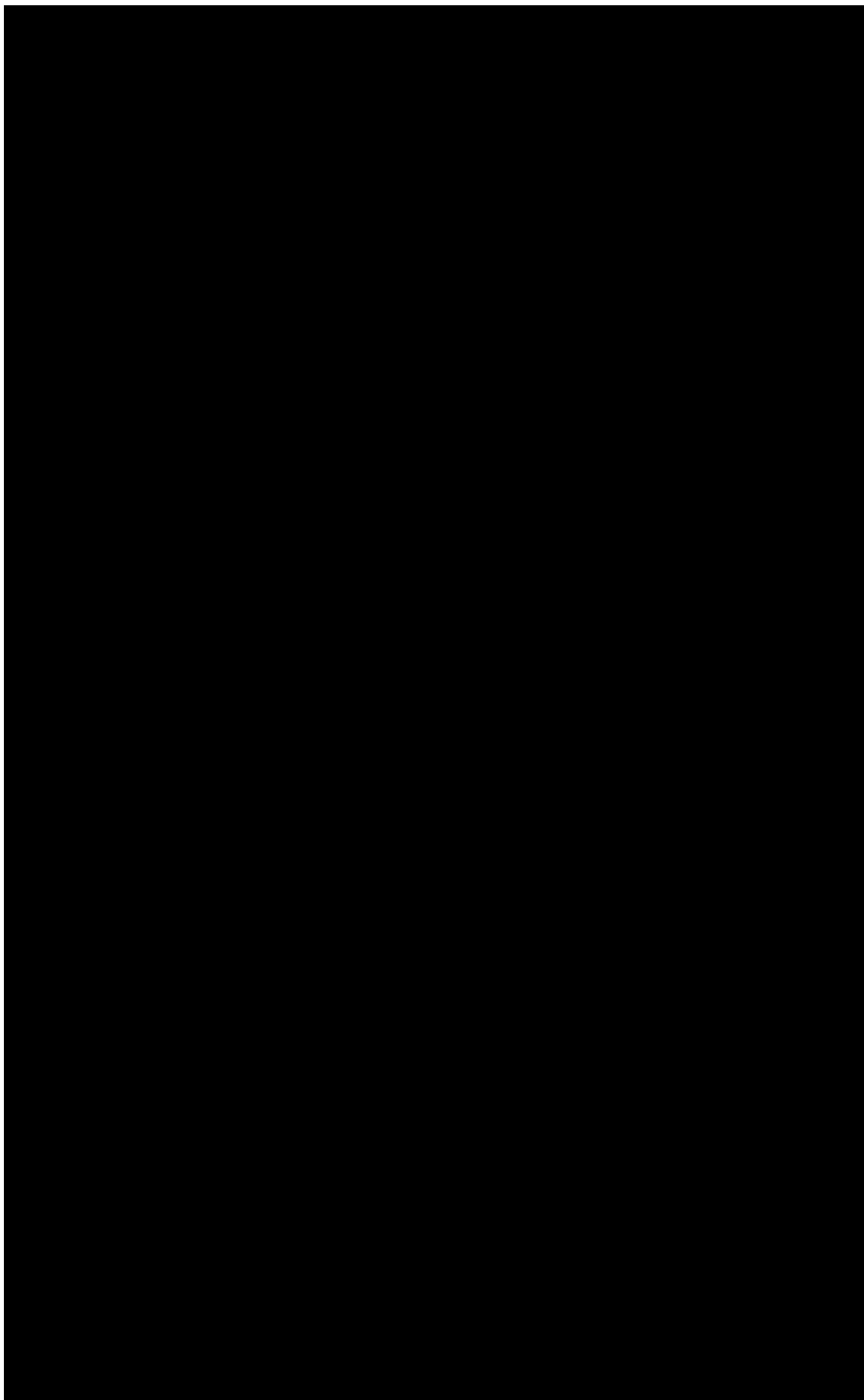
APPENDIX 3 - Grant China

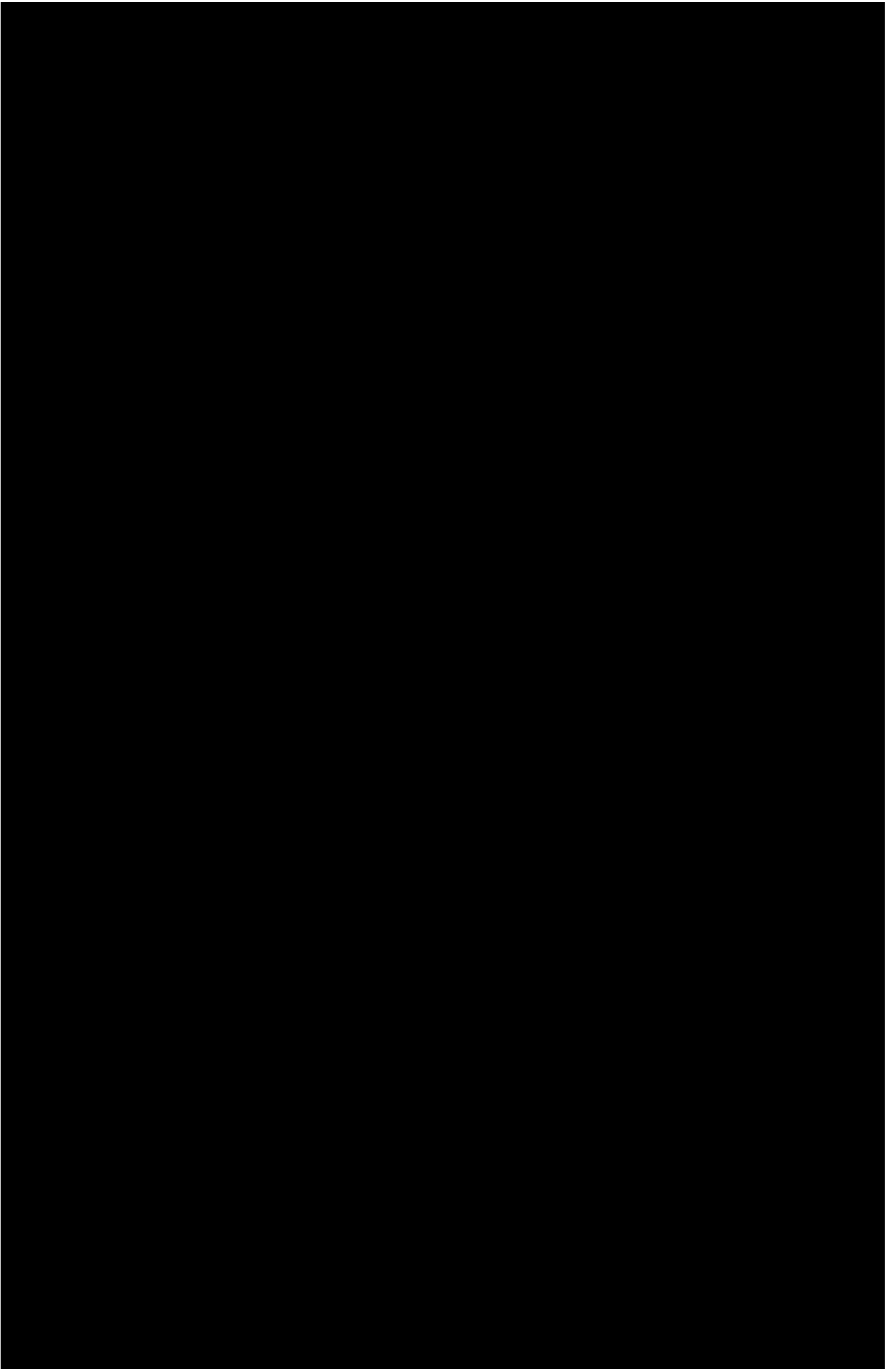
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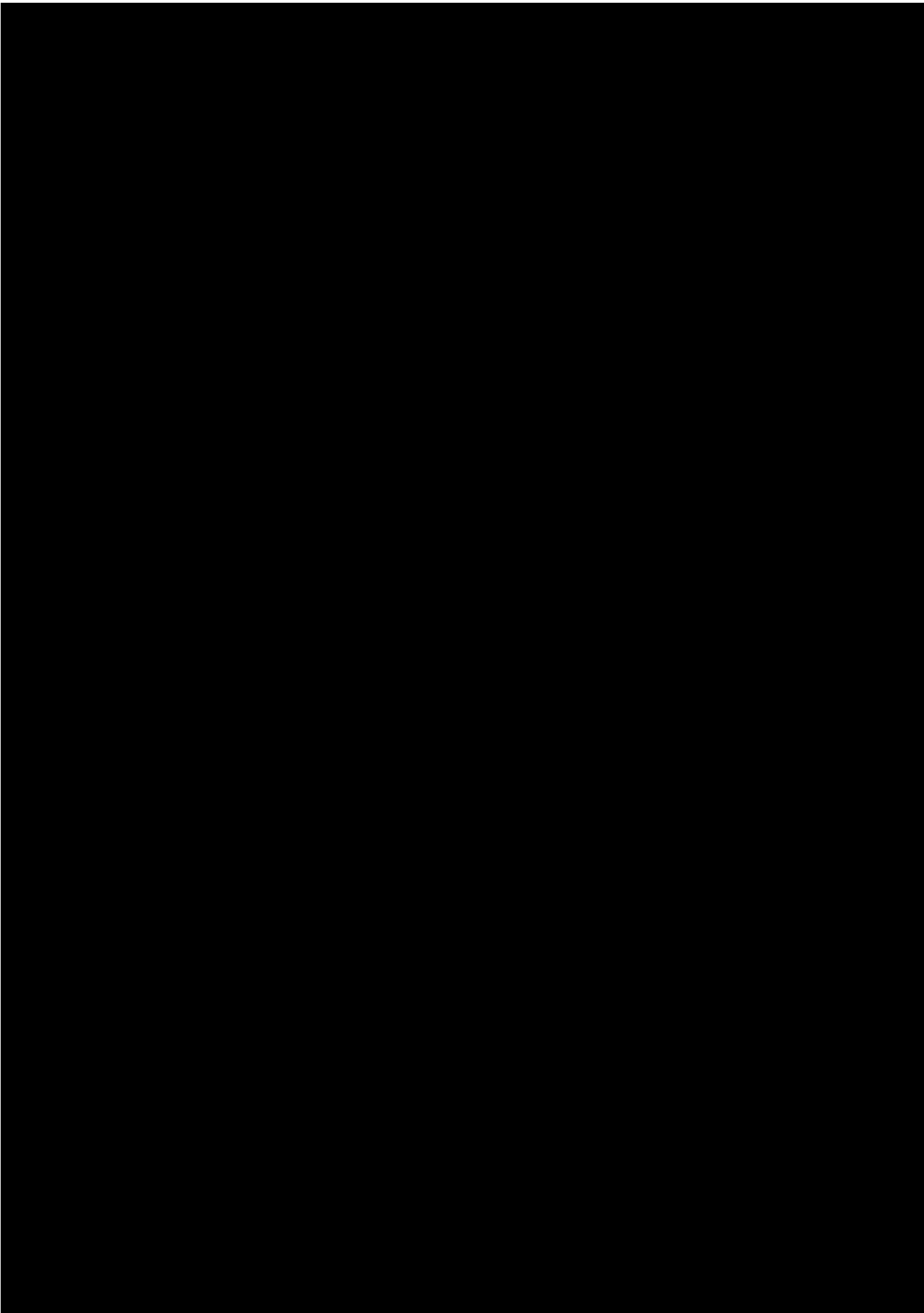








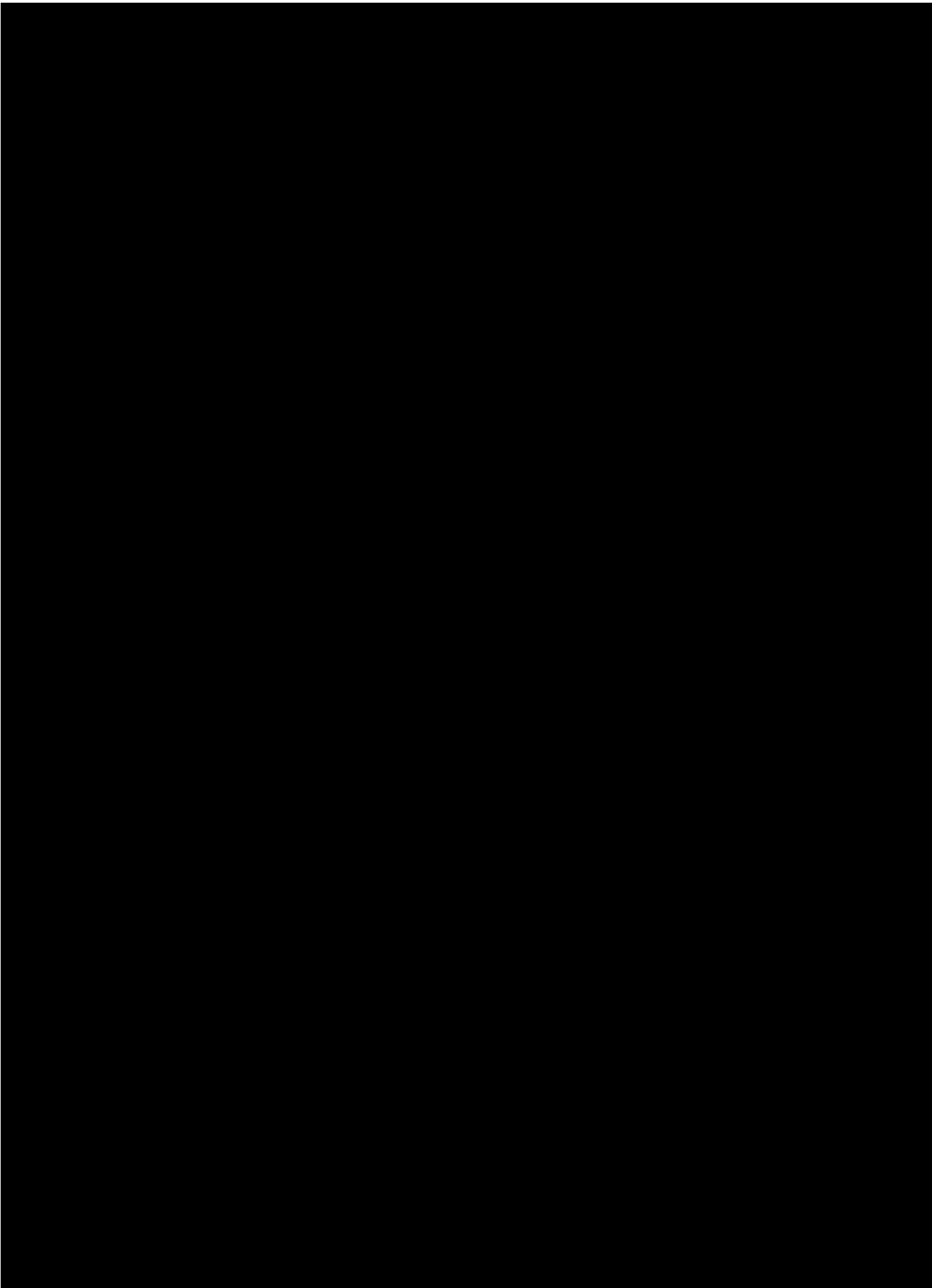


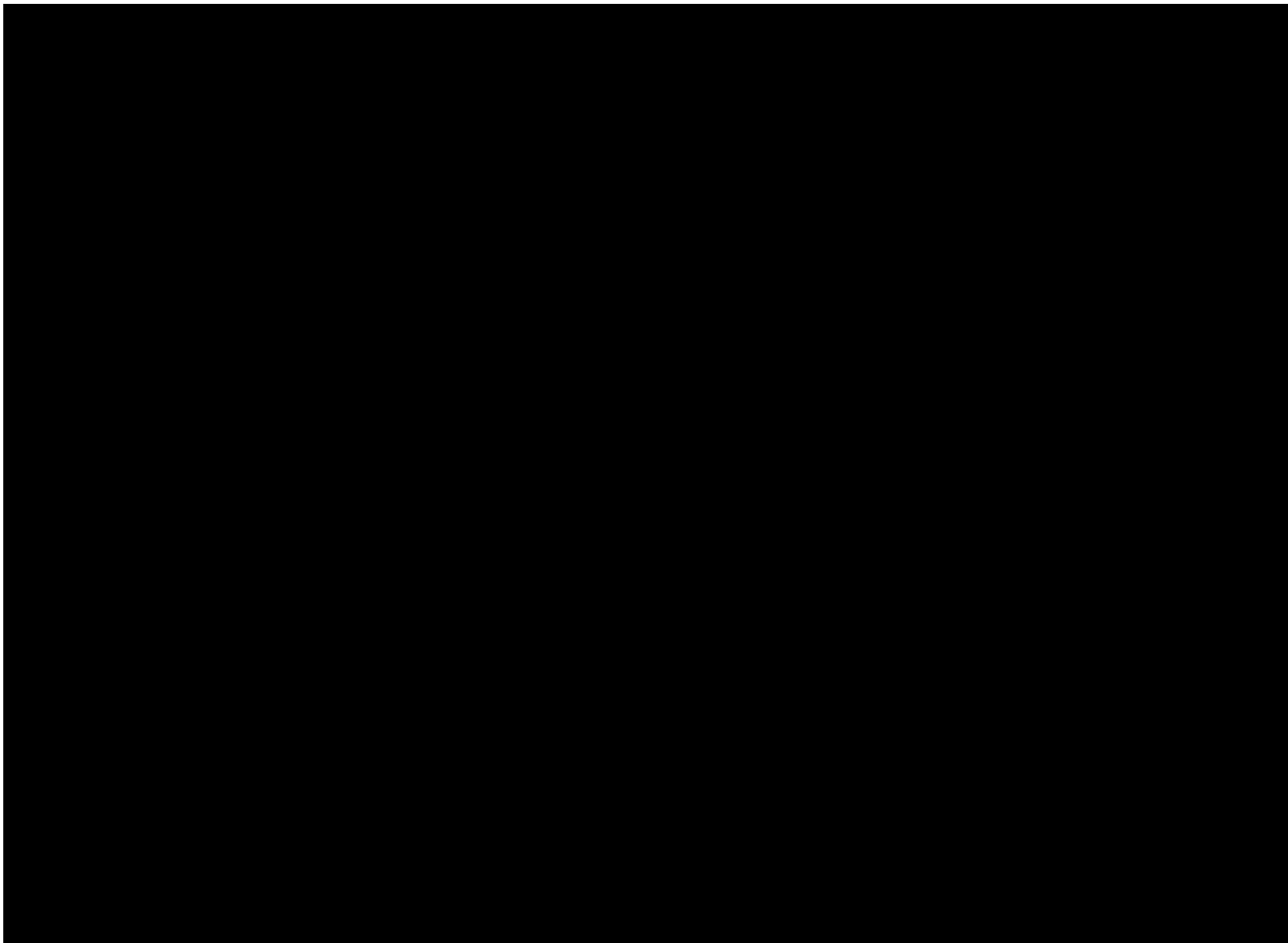


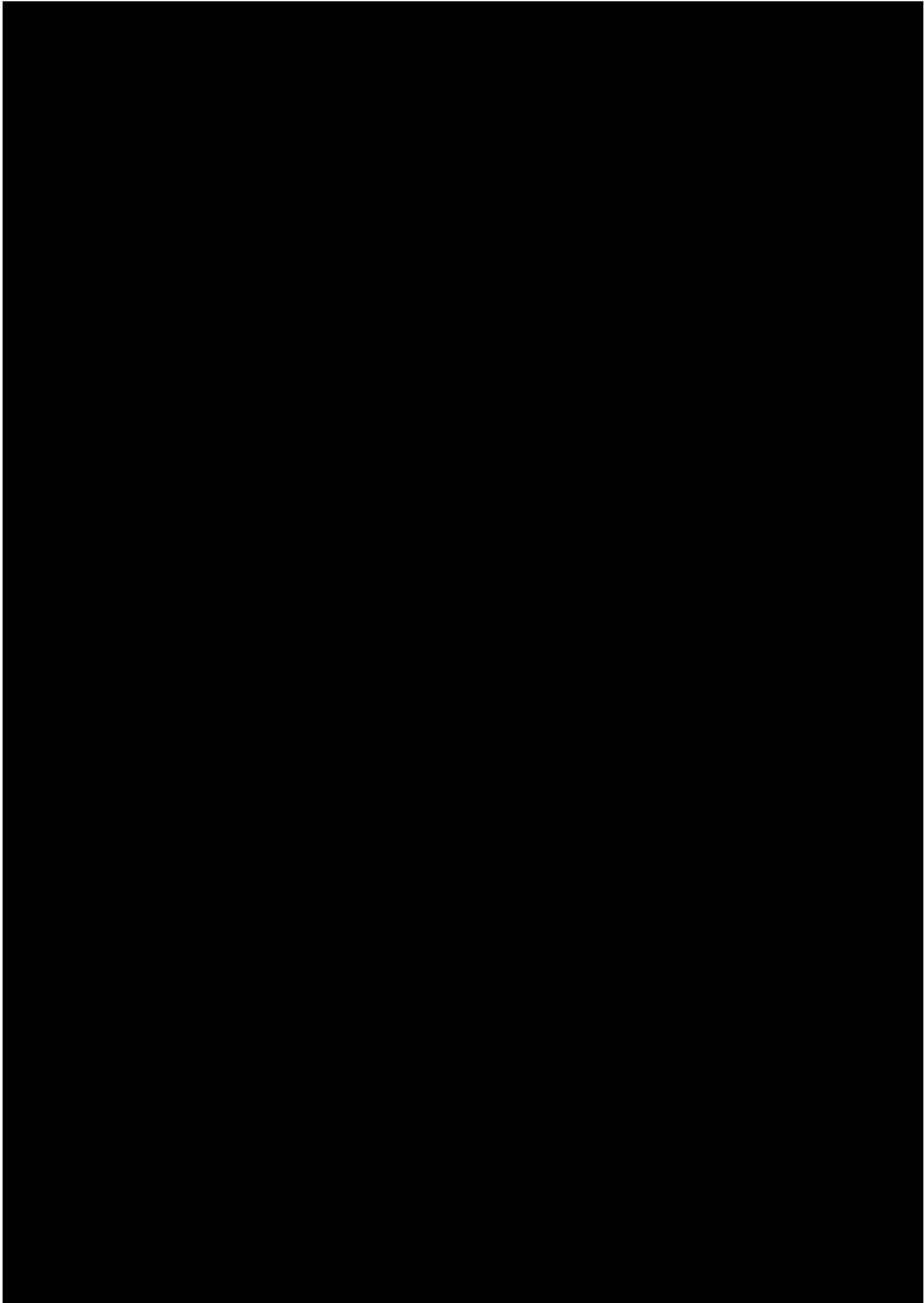
The first part of the paper discusses the importance of the research and the objectives of the study. It then presents a literature review of the existing research on the topic. The next section describes the methodology used in the study, including the data sources and the statistical techniques employed. The results of the study are then presented, followed by a discussion of the findings and their implications. The paper concludes with a summary of the main points and suggestions for future research.

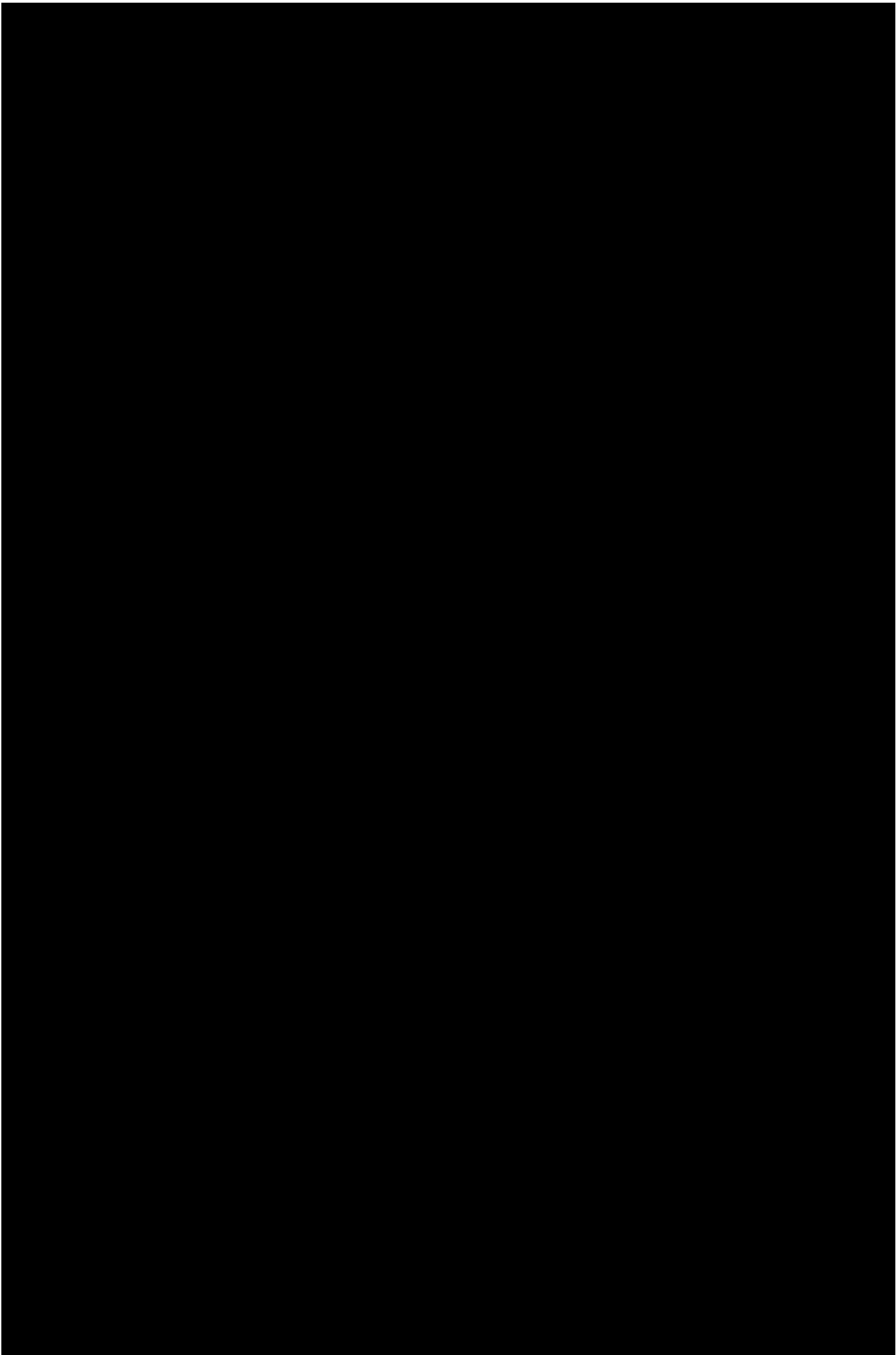
The research was conducted using a quantitative approach, with data collected from a large sample of participants. The results show a significant positive correlation between the variables studied. These findings have important implications for the field and suggest that further research is needed to explore the underlying mechanisms.

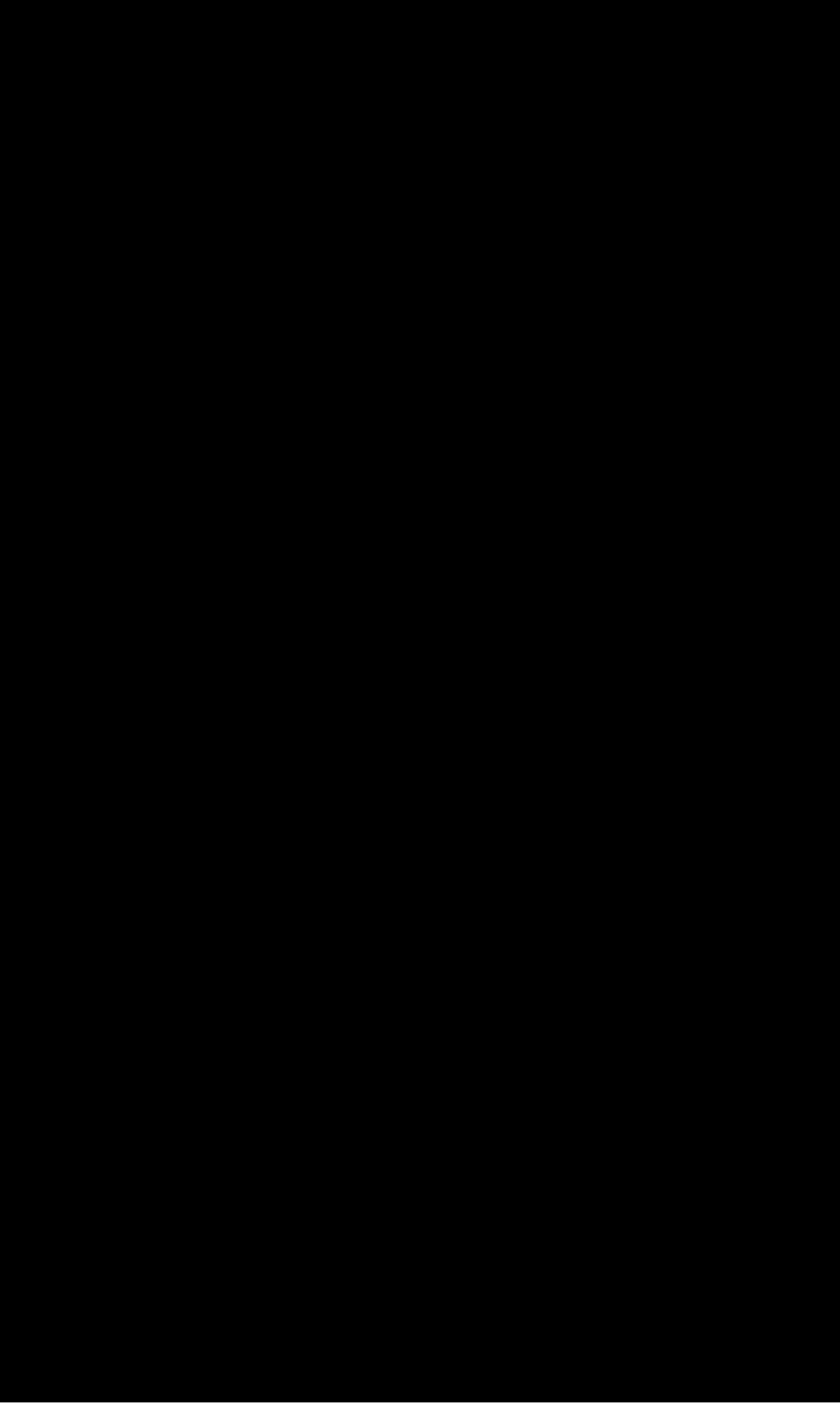
In conclusion, the study provides valuable insights into the relationship between the variables and highlights the need for continued research in this area. The findings are consistent with previous research and offer new perspectives on the topic.

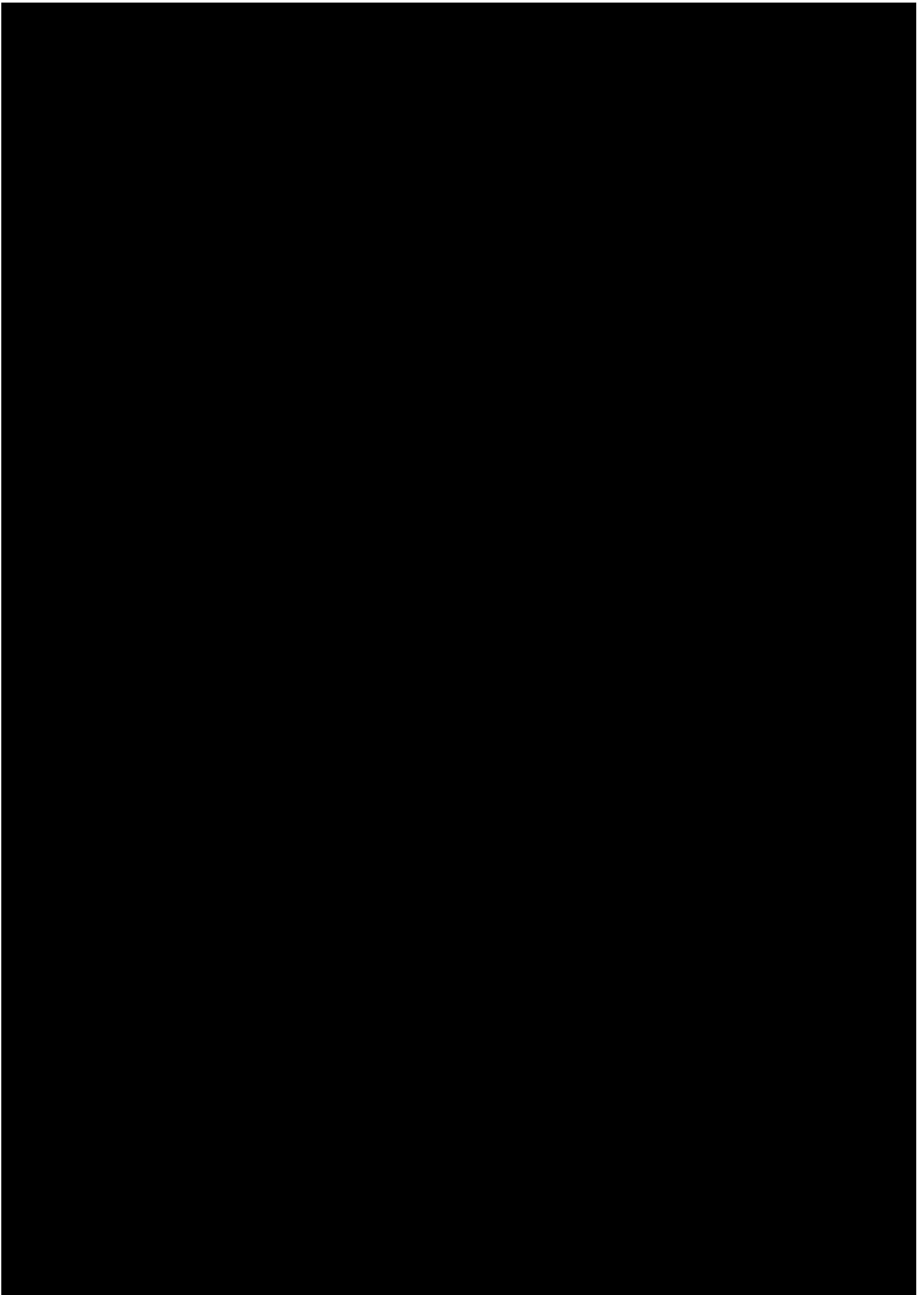


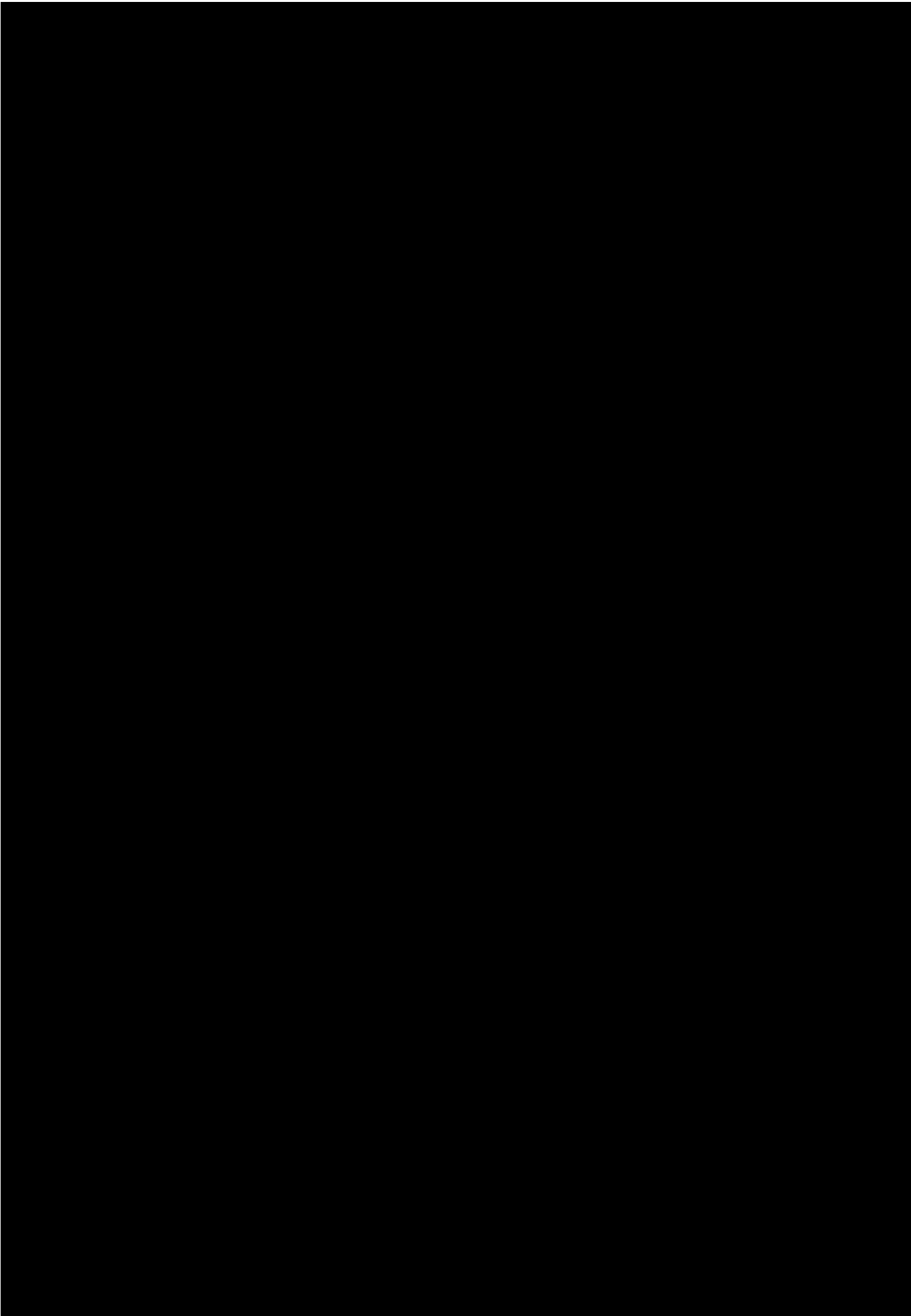


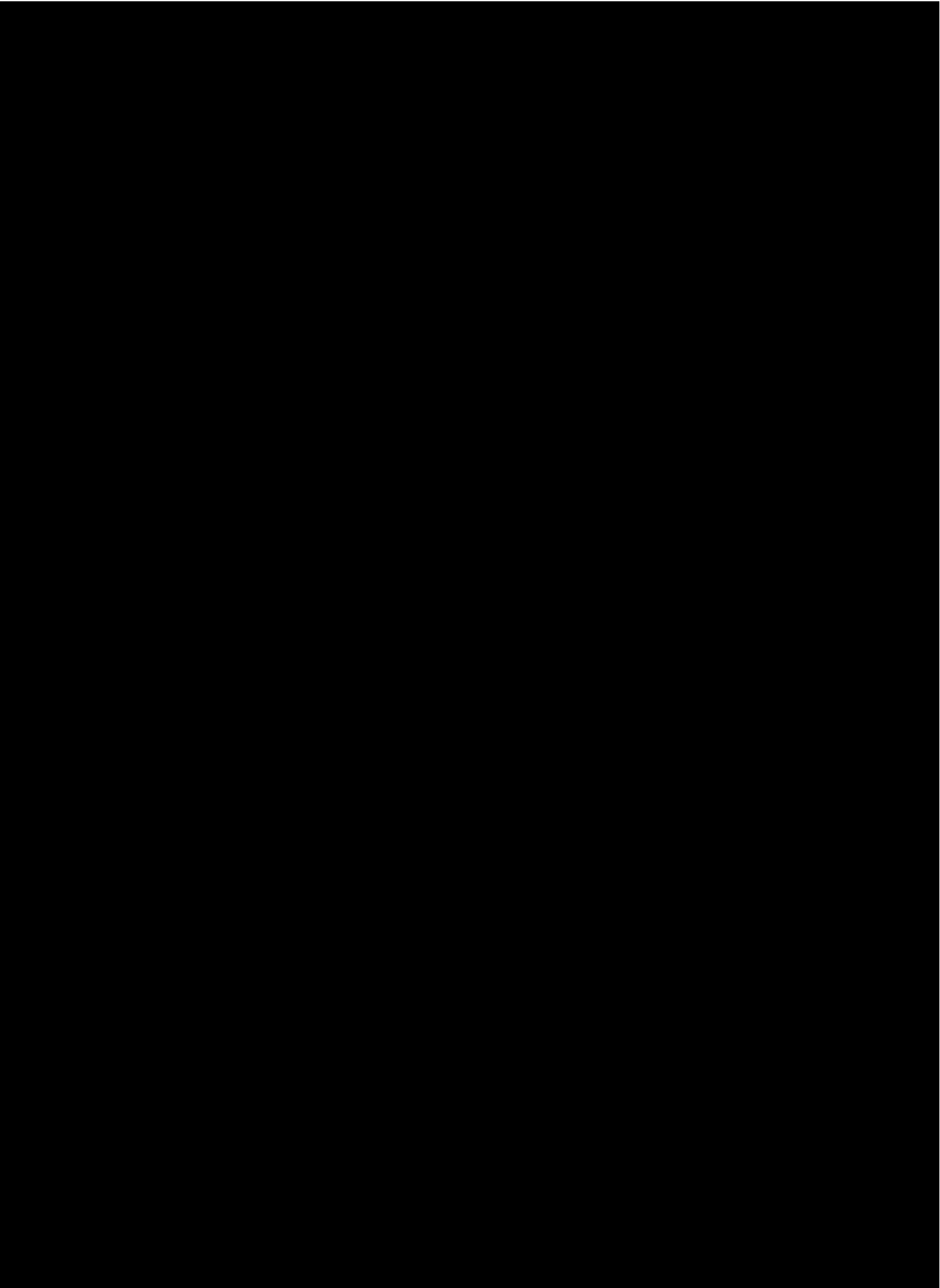


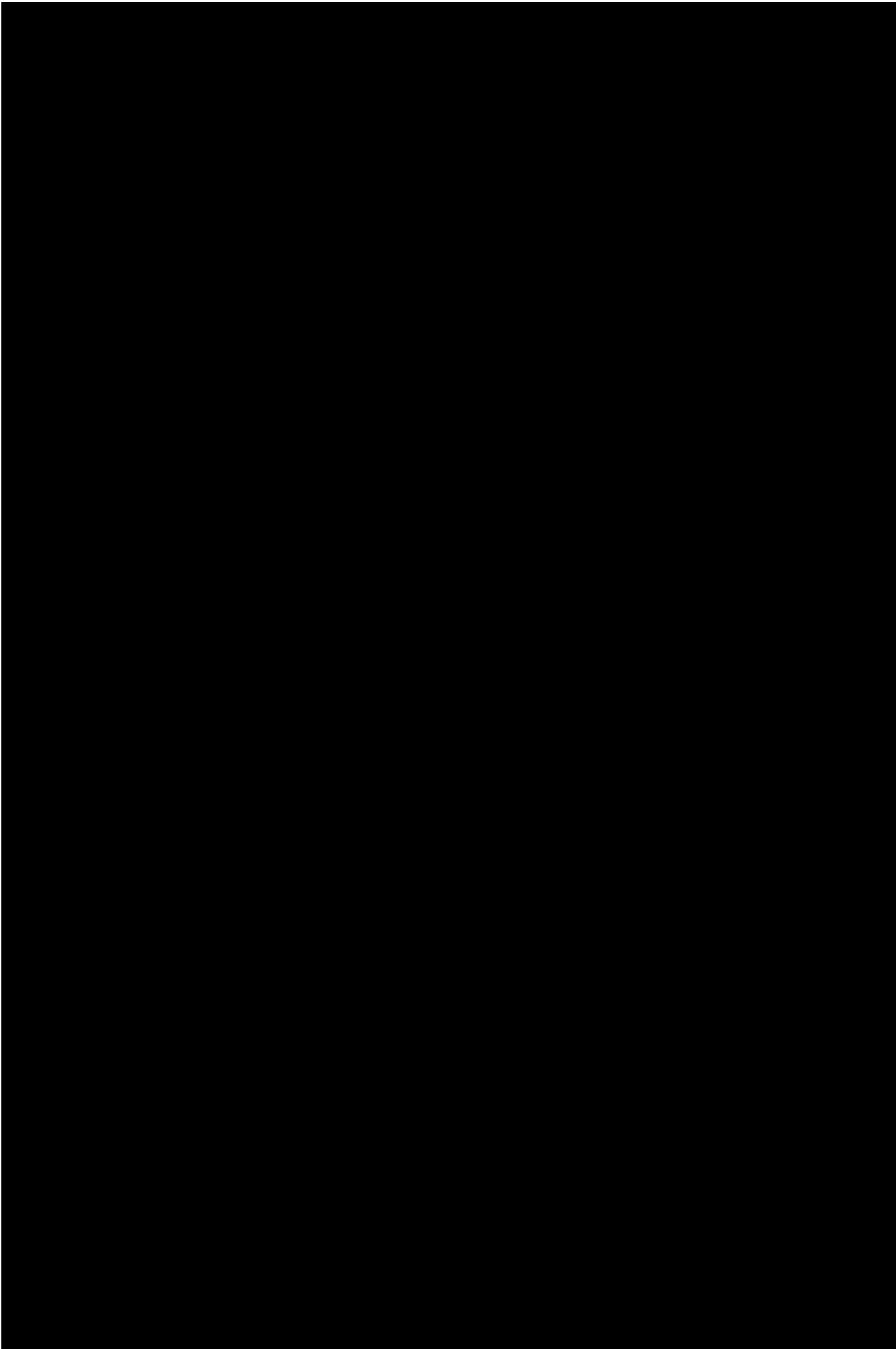


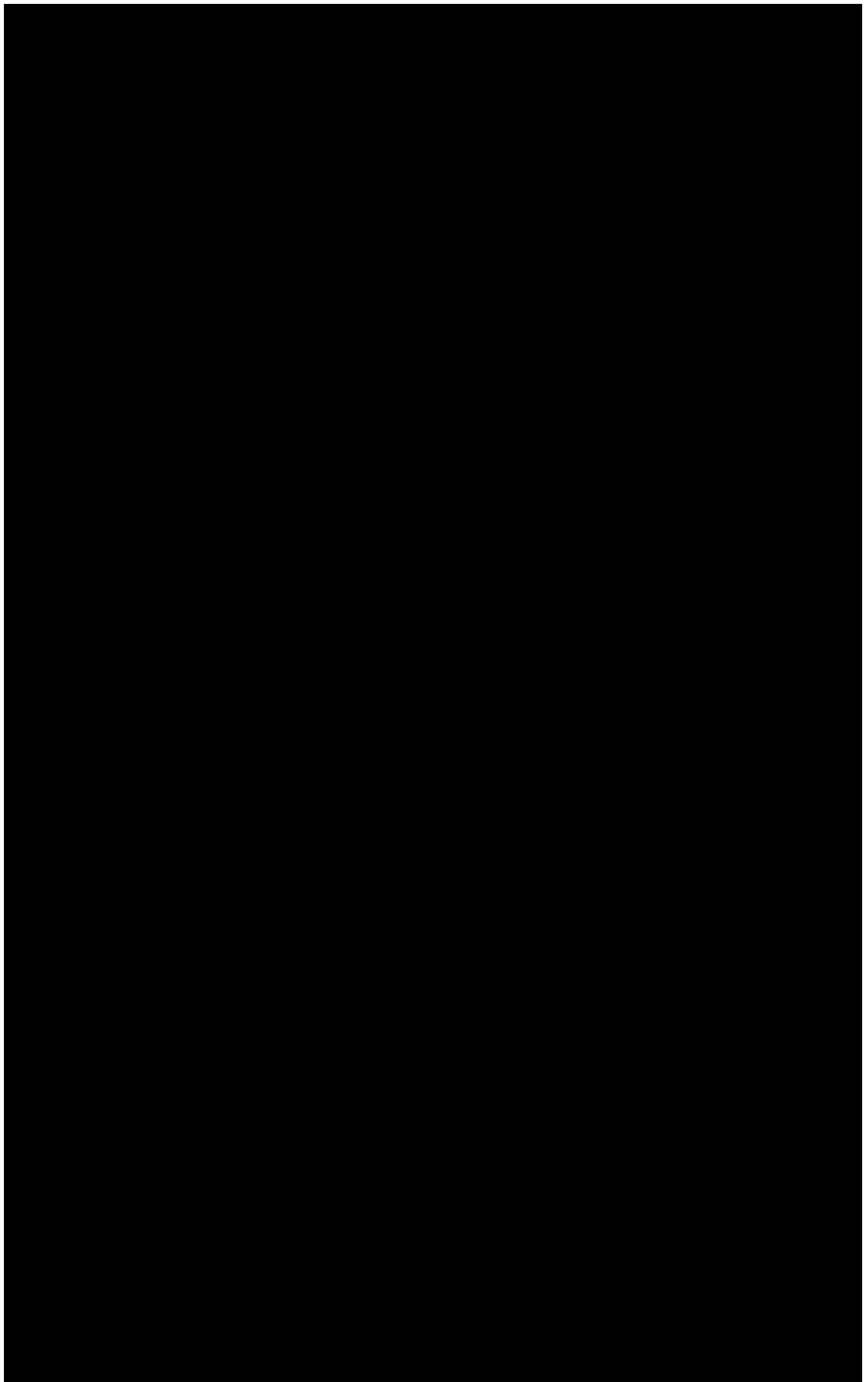












[REDACTED]

APPENDIX 4 - Grant Netherlands

Attached hereto.