

Cooperative Research Agreement

This cooperative research agreement dated as of _____, is entered into between Prof. Dr. Friedrich Nolte, Prof. Dr. Friedrich Haag, Institute for Immunology, University Medical Center, UKE, N27, Martinistr. 52, 20246 Hamburg, Germany, FAX: +49/40/74105 4243

and: _____ ("the partner")

This agreement is a follow-up of the agreement _____ which entailed the immunization of rat/mouse _____ with _____.

Under the terms of this agreement, Prof. Nolte/Prof. Haag will perform a final boost immunization of the rat/mouse indicated above, perform a fusion of its spleen cells with myeloma cells, prepare four frozen aliquots of the fused cells in liquid nitrogen, screen one aliquot of the fusion (288 clones) for reactivity with CHO cells transiently transfected with the construct used for immunization, and select the four best clones for further cultivation.

The following research materials will be made available by Dr. Nolte/Dr. Haag to the partner under the terms and conditions of this agreement:

- 14 ml of living hybridoma cells of the four best clones

sales of hybridoma supernatants, hybridoma cells, and antibodies:

The hybridoma supernatants, hybridoma cells, and monoclonal antibodies (mAb) will be marketed by Medigate. Medigate shall fix a retail price for the hybridoma supernatants and hybridoma cells taking due account of the market prices of competing products available from other suppliers.

Medigate shall provide yearly statements to the partner detailing all sales. Medigate shall pay a royalty of 20% of net sales paid to an institutional account of the partner's choice.

transfer of the hybridoma cells or of hybridoma supernatants to third parties:

The cooperating partners shall not transfer to any other person or entity organization, except those scientists affiliated with and working under their supervision without the prior written approval of the respective partner. If a mAb derived from this fusion is developed further for diagnostic or therapeutic applications, Medigate will receive 2% of the net sales.

publications:

The first publication in a peer-reviewed journal describing the use of the generated mAbs will be made in joint co-authorship of Dr. Nolte, Dr. Haag and the partner according to the rules of good scientific practice.

confidentiality:

The cooperating partners agree to keep all information regarding this project, including sequence data, cloning and immunization strategies confidential.

cost sharing:

The partner agrees to share 2.000 € of the costs for immunization, fusion and screening to be charged to the account indicated below:

Immunizations, fusion and screening will commence after receipt of the signed form. Aliquots of the living hybridoma cells will be delivered approximately 6 weeks thereafter.

The following services are available at extra costs:

Additional clones: 90 € per living hybridoma clone (14 ml)

Subcloning: 90 € per clone

Isotyping: 50 € per clone

Cryoconservation: 70 € per vial/clone

Production of hybridoma supernatant: 190 € per 500 ml

Antibody purification: 250 € per 1-2 mg (150 ml hybridoma supernatant)

Date

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signature name/institution

.....
Prof. Dr. Friedrich Nolte, Prof. Dr. Friedrich Haag
Institut für Immunologie

Drittmittelprojektnr:

Kostenstelle: