**Hosting Agreement**

By and between

The Polish Academy of Sciences, hereinafter referred to as “PAS”, with headquarters at Plac Defilad, 1, 00-901, Warsaw, Poland, represented by its President, Professor, Jerzy Duszynski and its Chancellor Mr. Tadeusz Latala

hereinafter referred to as the “SENDING INSTITUTION”,

And

The Centre National de la Recherche Scientifique, hereinafter referred to as “CNRS”, a scientific and technological public establishment, having its registered office at 3 rue Michel Ange 75016 Paris, FRANCE, represented by its Chairman and CEO, Mr. Antoine PETIT, who has delegated its power to sign this agreement to xxx Regional Delegate of the xxx circonscription xxx

Individually referred to as « the PARTY » or collectively as « the PARTIES ».

The CNRS, duly authorized by acts in the name and on behalf of the Joint Research Unitxxx managed by …….;

hereinafter referred to as the ”Laboratory”

Whereas

The PARTIES have signed on (Add date of signature of the amendment) an amendment to an agreement for scientific cooperation that has been previously agreed between the said PARTIES.

This amendment shall allow M./Ms ….., employed by the SENDING INSTITUTION, to be hosted at the Laboratory in accordance with the provisions of the said amendment.

The Parties wish to settle the terms and conditions of this hosting.

SECTION 1 – PURPOSE OF THE AGREEMENT

The purpose of the agreement (hereinafter referred as to “the Agreement”) is :

- to defines the terms and conditions under which the Laboratory shall host M./Ms …… (the “VISITING RESEARCHER”);

- to provide for the intellectual property rights regime regarding the results that the VISITING RESEARCHER may obtain or may contribute to obtain during his/her stay at the Laboratory.

M./Ms …… is the project scientist manager and contact within the Laboratory.

SECTION 2 - HOSTING CONDITIONS

From …. to …., the VISITING RESEARCHER is hosted at the Laboratory to carry out the research work titled : “…..”, described in Appendix 1 and hereinafter referred to as “the STUDY”.

For the duration of his/her stay at the Laboratory, the VISITING RESEARCHER shall remain employed and paid by the PAS which shall provide the VISITING RESEARCHER with adequate social protection regarding sickness, maternity, retirement pensions, occupational accidents, occupational disease, in accordance with applicable French, Polish, European or International law.

If applying, the relevant document shall be communicated to the CNRS Regional Delegation in charge of day-to-day administrative support of the Laboratory and signatory of this AGREEMENT..

The VISITING RESEARCHER shall provide adequate proof of insurance that covers any medical and repatriation expenses in connection with his/her stay, as well as a civil liability insurance.

The VISITING RESEARCHER shall comply with Laboratory internal regulation.

The PAS, will provide defrayment for the VISITING RESEARCHER’s expenses incurred for transportation, accommodation, and/or meals during his/her stay according to its internal rules

SECTION 3 - PUBLICATIONS

3.1. Reference to publications

Publications by the staff involved in the STUDY shall mention the name of the authors and their institutional affiliations:

i.e.:

- Name of author(s) XXX,

- Name of the Laboratory – UMR Code – Institutional Affiliations of the Laboratory

3.2. Communication

The PARTIES wish to improve the visibility of research work and equip themselves with tools enabling the amount of publications and scientific renown of their laboratories to be reliably gauged. To this end, the PARTIES undertake to implement a system for the filing of researchers’ publications in electronic format, in particular, in an open archive system such as HAL.

Subject to the respect of the Confidentiality provisions set forth in article Confidentiality, any and all communication to the public related to the work carried out in common within the STUDY shall be subject, during the term of this HOSTING AGREEMENT and for two years after its expiry date, to the agreement of the other PARTY. In the absence of any objection within two months after the receipt of the draft publication by the other PARTY at the latest, agreement shall be deemed to have been given.

Consequently, all draft publications or communications are referred for the opinion of the other PARTY that may remove or change certain information, the disclosure of which could compromise industrial and commercial use, under optimum conditions, of the results of the work carried-out in common within the STUDY. Such removals or changes shall not compromise the scientific value of the publication or the communication.

Moreover, one Party shall be able to ask for a delay in publication or communication of a maximum period of 18 (eighteen) months as and from the demand, if some information contained in such publication or communication have to be protected under industrial property rights.

SECTION 4 - OWNERSHIP OF RESULTS

4.1. Ownership of Results

The results, whether patentable or not, which are obtained pursuant to the Agreement, hereinafter referred to as the “Results”, are the joint property of the PARTIES according to the following principles:

- A fixed share (30%) is allocated equally among the PARTIES ;

- The remainder (70%) is allocated equally among the inventors’employers.

Each PARTY retains ownership of the knowledge acquired by it outside this Agreement.

Each PARTY is entitled to use, free-of-charge, the results for the sole purposes of its research and for research collaboration with third parties, to the exclusion of any and all other direct and/or indirect use for commercial purposes.

Any and all results consisting of a new patent, software or other knowledge protected by an intellectual property right, shall be subject to rules of co-ownership, that shall be drawn-up in writing between the PARTIES as soon as necessary and, in all cases, prior to any and all industrial and/or commercial use or exploitation.

Any transfer of ownership of the results shall require the prior written consent of the PARTIES.

4.2. Appointment of an Administrator Institution for the protection and exploitation of the results

For each result, the PARTIES designate an Administrator Institution (hereinafter referred as to “Administrator Institution”) to be in charge of the protection and the exploitation of the results by taking into account the expertise, the relevance of the intellectual property portfolio already owned by each PARTY.

4.3. Protection of the results by patent

Patent applications are filed in the joint name of the PARTIES; the name of the inventor(s) shall be mentioned.

The Administrator Institution has an express mandate from the other PARTY so as to manage the filing of patent applications and for obtaining and maintaining the resulting patents.

The Administrator Institution assumes responsibility for steering and monitoring the priority filing procedure and keeps the other PARTY informed of the progress of the application and provides the list of foreign countries in which extensions shall be filed.

Should one of the PARTIES waive entitlement to file or maintain a patent and/or part of the extensions effective, it shall inform the Administrator Institution thereof within a reasonable timeframe.

In addition, the waiving PARTY undertakes to sign or get signed any and all documents enabling the other PARTY to become sole owner of the said patent(s) in question. The other PARTY which continue with the procedure in its own name and shall be the sole beneficiary of any income generated by use of the patent in the countries for which the other PARTY waived entitlement to continue with the procedure.

The Administrator Institution shall bear all charges relating to the filing, issue procedure and continuance in force of the jointly owned patents, together with those incurred for any extension abroad.

4.4. Exploitation of the results

The Administrator Institution receives an express mandate from the other PARTY to carry out all exploitation-related work. In particular, it negotiates contracts on behalf of the PARTY with all companies wishing to exploit the Results.

The Administrator Institution shall keep the other PARTY, regularly informed of the results of the canvassing or its negotiations. Any licensing agreement shall be signed by Administrator Institution, on behalf of the other PARTY.

The Administrator Institution shall repay to the other PARTY, a proportion of the Net royalties resulting from the exploitation of the result(s).The repayment proportion is based on the repartition of the joint ownership provided for in Article 4.1.. The Net royalties are defined as the royalties resulting from the exploitation of the result(s) after reimbursement of the proceeding costs paid by the Administrator Institution and less a compensation for the exploitation efforts of the Administrator Institution representing twenty per cent (20%) of the balance after deduction of the proceeding costs.

When the cumulative income of an invention exceeds 500 k€, the PARTIES may decide to renegotiate between themselves the distribution of income shares, taking into account in particular the costs of accommodation, use of equipment, etc. If no agreement is reached within a maximum period of two months, the repartition provided for in Article 4.1 continue to apply.

4.5. Software

Derived Software without substantial modification

Software created on the basis of prior software owned by one of the PARTIES (hereinafter “the Existing Software) in the context of this HOSTING AGREEMENT (hereinafter referred as to “Derived Software”) are the property of the PARTY owning the Existing Software concerned, irrespective of who the author is, only if the modifications are considered not substantial. When the PARTY that has made such modifications to an Existing Software is not the owner of said Existing Software, it undertakes to assign exclusively the economic rights over the Derived Software to the PARTY owning the Existing Software for no financial consideration for all countries and for the legal duration of the intellectual property rights.

Derived Software with a substantial modification

A Derived Software with a substantial modification of an Existing Software is constituted by a different executable code that is independent and which can be executed in a separate address space; the Derived Software and the Existing Software calling each other while being executed.

All the new software and Derived Software other than “Derived Software without substantial modifications” are jointly owned by the PARTIES in accordance with the article 4.1. Their conditions of protection and exploitation are the same as the patents.

4.6 Databases

In case of new important investments (intellectual, material or financial) made by a PARTY to the databases owned by the other PARTY, the PARTIES will discuss the sui generis rights.

All new Database is jointly owned by the PARTIES in accordance with the article 4.1 and the same conditions of protection and exploitation as for the patent, are applicable.

4.7. Results infringement actions

In the event of an action for infringement by a third party against the results, a declaration of invalidity, the PARTIES shall act together to jointly agree on the strategy to adopt.

The PARTIES shall supply each other with all the evidence in their possession permitting an evaluation of the nature and extent thereof.

In the event of it not being possible to obtain a consensus, each of the PARTIES may on its own and at its own expenses take the actions which appear to it appropriate. In this event, any compensation resulting from such actions ordered by the court shall wholly and irrevocably be the property of the PARTY acting.

The PARTIES, undertaking or not legal action, shall provide all the documents, proxies or information necessary to the other PARTY undertaking legal action for the matters referred to above.

SECTION 5 – CONFIDENTIALITY

The PARTIES undertake to ensure that the information exchanged pursuant to the HOSTING ARGREEMENT and identified as confidential, hereinafter referred to as the “Confidential Information”:

a) is kept strictly confidential and is protected to the same extent as their own Confidential Information;

b) is only provided to their members of staff requiring knowledge thereof and is only used in application of this HOSTING ARGREEMENT,

Any and all other communication or use of the Confidential Information is subject to the prior and written authorisation of the communicating PARTY. Each PARTY undertakes to ensure that its staff referred to in section b) hereinabove comply with the provisions of the HOSTING ARGREEMENT.

These provisions shall remain in force for a period of five years after the termination of the Agreement.

Notwithstanding the foregoing provisions, each PARTY may provide Confidential Information for which it is able to prove:

- that it was in the public domain prior to its communication or subsequent thereto, but without any breach being attributable to it;

- that it was received legally from a third party;

- that it was already in its possession prior to the execution of the HOSTING ARGREEMENT;

- that it was developed independently and in good faith by its members of staff who did not have access to said Confidential Information.

Moreover, these provisions may not preclude:

- either the obligation binding on all personnel involved in the STUDY to provide an activity report to the establishment to which they report, provided such communication does not represent disclosure within the meaning of industrial property legislation;

- or the defence of the thesis related to the HOSTING ARGREEMENT, with such defence being organised whenever necessary so as to guarantee the confidentiality of the Results.

ARTICLE 6 - REPORTING:

At the end of his/her stay, the VISITING RESEARCHER shall send to the REFERRE, a final report summarising the results of the STUDY.

ARTICLE 7 – DURATION

This Agreement will enter into effect from the arrival of the VISITING RESEARCHER in the LABORATORY and will expire at the end of his/her stay.

The stipulations of Articles 3 and 4 will remain in effect even after at the end date of the Agreement.

ARTICLE 8 - DISPUTES

In case of any dispute or difficulty in the interpretation of this Agreement, and if amicable agreement cannot be reached, the PARTIES agree to submit the dispute to the defendant’ courts. The PARTIES acknowledge that disputes arising from this Agreement may be subject to arbitration in accordance with applicable law and court rules.