

Partnership Agreement

PARTNERSHIP AGREEMENT BETWEEN UNIVERSITY HOSPITAL ZURICH AND THE FUNDACIÓN PÚBLICA ANDALUZA PARA LA INVESTIGACIÓN BIOSANITARIA EN ANDALUCÍA ORIENTAL- ALEJANDRO OTERO

THIS AGREEMENT is made in Granada, on January 22th, 2019

BY AND BETWEEN

_____ with National Identity Card _____ as the President of the Fundación Pública Andaluza para la Investigación Biosanitaria en Andalucía Oriental-Alejandro Otero (hereinafter referred to as "FIBAO"), with Fiscal Identification Code (C.I.F.) G-18374199 located in Avda. De Madrid, 15 18012 Granada, with sufficient powers to execute this agreement,

And the University of Zurich , with the fiscal identification code CHE-108.904.325, located in Zurich (Switzerland) and with sufficient powers to execute this agreement,

And Finally, in order to guarantee knowledge and acceptance of the content of this document, _____ as Principal Investigator and Scientific Director of ibs.GRANADA("co-main Investigator") from the Hospital Universitario Virgen de las Nieves of Granada with its business address at Avenida Innovación S/N 18016, Granada, Spain

WHEREAS the Parties reciprocally recognize each other the necessary legal capacity to enter into this agreement and, for which purpose

THE PARTIES DO HEREBY ACKNOWLEDGE

One.- That FIBAO is a public foundation of the Junta de Andalucía (Andalusian Regional Government), entered in the Registro de Fundaciones Andaluzas (Registry of Andalusian Foundations), with register number GR 546 and with the foundational purpose of promoting and completing biomedical research activities within its scope, fostering the development of new health technologies, and enhancing career development and training of health professionals.

That FIBAO confers legal personality on the Instituto de Investigación Biosanitaria de Granada (ibs.GRANADA), according to the collaboration agreement signed by Regional Ministry of Health, the Andalusian Public Health System and the University of Granada.

The purpose of the ibs.GRANADA is to develop and strengthen a multidisciplinary scientific space in biomedicine where research projects are developed, which integrate basic groups with others whose objectives transcend to translational research

Likewise, FIBAO is the entity responsible for the support and management of research in public health centers and institutions in the provinces of Almería, Granada and Jaén, among which is the Hospital Universitario Virgen de las Nieves of Granada, according to the agreement subscribed with the Andalusian Health System (SAS) on February 7, 2012.

Agreement adopted by the Board of the Foundation on April 22, 2005, together with the rest of the foundations belonging to the Network of Research Management Foundations, signed a Collaboration Agreement whereby FIBAO collaborates with FPS and SAS in the management of the rights and the transfer of the results, according to the premises, objectives and guidelines established for this purpose in the Office of Technology Transfer of the Public Health System of Andalusia ("OTT-SSPA"), dependent on SAS.

Second .- The investigator Mr. Tobias Kleinjung ("main investigator"), at the University of Zurich, will provide that the results and knowledge gained in this project will be jointly published, subject to and recognizing the individual contributions from both parties to such manuscript.

Three.- That the Parties have expressed interest in entering into an Agreement establishing the appropriate framework for the establishment of a partnership that ensures the achievement of the common purposes intended.

IT IS HEREBY AGREED:

One.- That the purpose of this Partnership Agreement is to create a legal-administrative reference framework that supports whatever activities are jointly performed by FIBAO and the University of Zurich, as far as legally possible.

Two.-That the joint activities aforementioned are referred to the joint participation of the Parties in innovation, research and development projects within the following lines/areas of research:

Genetics of Meniere's disease endotypes.

The researcher _____ from Department of Otolaryngology Hospital Universitario Virgen de las Nieves of Granada will be the responsible for adequate monitoring of the implementation of the activity at its hospital.

Three.- That the following participating institutions, centers and groups will participate openly in this Partnership Agreement:

_____ from Department of Otolaryngology , Hospital Universitario Virgen de las Nieves of Granada.

_____ (Department of Otorhinolaryngology - Head and Neck Surgery, University Hospital Zurich).

Four.- That the purpose of this Project is to investigate the genetics of Meniere's patients with different endotypes (endolymphatic sac pathologies) and the project will be performed in Zurich (University Hospital) for 2-3 years. Hospital Universitario Virgen de las Nieves of Granada task is to perform whole exome sequencing and data analyses from saliva samples.

Five.- Notwithstanding the foregoing, further scopes of action and collaboration not previously identified in this Agreement can be included herein, provided that the Parties express their

mutual interest and intent through appropriate documentation. Such documentation shall be explicitly added to this Agreement as attached thereto.

Six.- Monitoring Committee

A “Monitoring Committee” of this Partnership Agreement is hereby established. This Committee shall be composed of the following members:

From FIBAO:

Mr. From the Center:

Mr. (Principal Investigator)

From :

The Monitoring Committee shall meet at least once a year or at the request of a third of its members. The Committee shall have a joint nature, with one vote per Party.

Seven.- Effective Date and Agreement Term

This Agreement shall come into force upon signature thereof and shall continue in full force until January 2022. This Agreement may be extended upon mutual agreement between the Parties, provided a report is previously provided summarizing the benefits of the extension hereof in relation with the development of this Agreement.

Eight.-Termination of Agreement

Either, FIBAO or the University of Zurich may terminate any project/study performed under this Agreement at any moment following a meeting held by the Monitoring Committee referred to in clause Five for approval thereof, whenever any of the Parties deems that the progress of such project/study is not satisfactory in mode or manner. Any of the parties may terminate this Agreement at any moment should they consider that the continuation of this Agreement is no longer necessary.

Nine.- Working Relationship between the Parties

Collaboration between the Parties signing this Agreement does not imply that an employment relationship exists between them and shall be based on principles of good faith and efficiency so that research activities can be successfully completed.

Ten.- Industrial/Intellectual Property of Results, Non-Disclosure and Publication of Data

The intellectual/industrial property of any results generated by researchers/inventors within the scope of their employment under this Agreement shall be owned by the institutions to which the researchers/inventors are contractually bound. The share in a joint invention, if any, will be

determined according to the contribution of each researcher to the patentable joint invention, according to current intellectual property laws. All results generated by Hospital Universitario Virgen de las Nieves of Granada shall be made known and forwarded to University Zurich and University of Zurich shall have an unrestricted right to use any such results for own purposes.

Patentable inventions generated in the course of a research project under this Agreement shall be evaluated prior to publication and shall be published by specific agreement of the parties.

Acknowledgement of collaboration between ALL PARTS shall be made when data generated in the course of research projects performed under this Agreement are reported or published. All publications and disclosures are under the lead of the main investigator with the aim to publish all results jointly under the acknowledgment of the collaboration as set out above. When data, results, findings, inventions, methods and information generated in the course of research projects performed under this Agreement are presented by University of Zurich in scientific conferences or are published in specialized journals, the Hospital Universitario Virgen de las Nieves of Granada will be mentioned as the center where the genetic project was performed.

If during the execution of this Agreement the processing of personal data would be required, both parties agree to treat personal data according to the requirements of the current laws and regulations governing data protection in Spain and Switzerland at any time and under their responsibility. Special attention shall be paid to reporting obligations and right of the interested person to access, rectify and cancel their personal data. Express consent shall be obtained from the interested person for the processing of personal data.

ELEVEN.- Price and Payment

It is hereby agreed to make a monetary contribution that amounts to 36'000 Euros by University Hospital Zurich (represented by Andreas Eckhard) to FIBAO, which shall be transferred to the account number:

IBAN: ES08 2038 3699 01 6000157216

BIC (SWIFT Code): CAHMESMMXXX

which holder is Fundación FIBAO. From this amount destined to the activity, FIBAO will detract at the time of collection 15% for indirect cost (overhead), according to local laws

TWELVE.-Miscellaneous

11.1 All terms and conditions of this Agreement which are intended (whether expressly or otherwise) to survive the duration or termination of this Agreement will so survive.

11.2 This Agreement will be governed by the laws of Switzerland notwithstanding its principles of conflict of laws. Any dispute arising out of or in connection with this Agreement shall be submitted to the competent courts of Zurich, Switzerland.

11.3 This Agreement, including all of the attached Annexes and/or any other exhibits, supersede all prior oral and written proposals and communications, if any, and sets forth the entire agreement of the Parties with respect to the subject matter hereof. This Agreement may not be altered or amended except in writing signed by an authorized representative of each Party.

This Agreement shall be modified by mutual agreement between the Parties.

In witness whereof, this document is executed in two counterparts on the date and place specified above.

By FIBAO



By



Mr./Ms.

As a sign of knowledge and acceptance,









Approved by the Manager of the Center at University of Zurich

Professor Dr. med. A. Huber (Head of the Department of Otorhinolaryngology – Head and Neck Surgery)


