

Annex 1: Heads of Terms

Collaboration and Option Agreement

These heads of terms are intended as a starting point for negotiation of a collaboration and option agreement (the "Agreement").

This proposed transaction is subject to (i) the acceptance by both Parties of the principal terms as finally negotiated, and (ii) the negotiation, execution and delivery of a definitive Agreement. This Term Sheet does not constitute a binding contract, and the Parties do not intend to be legally bound, unless and until a definitive Agreement has been executed by both Parties. Unless and until a definitive Agreement has been executed by both Parties, either Party is free to terminate further negotiations at any time, with or without cause.

Parties	XXXXXX AstraZeneca UK Limited ("AstraZeneca")
Scope and aims of the proposed project (the "Project")	
Duration of the Project	X years/months. Expected start date XXXX
Project Management Arrangements	Regular communication between nominated PI and the Industrial Supervisor will occur when and as needed. Project management will also be facilitated by regular formal meetings to discuss progress and forward planning; these meetings are expected to take place on a monthly basis
Financial/resource contributions	<i>As outlined the application</i>
Key responsibilities of the Parties	<i>As outlined in the application. In summary:</i>

<p>IP management and distribution arrangements</p>	<p>All Background Intellectual Property (“BIP”) shall remain the property of the Party introducing it to the Project. The Parties agree that any improvements or modifications to a Party’s BIP arising from the Project which are not severable from that BIP will be deemed to form part of that Party’s BIP.</p> <p>AstraZeneca grant the Participant a royalty-free, non-exclusive licence for the duration of the Project to use any relevant [Materials and other] BIP made available by AstraZeneca, as the case may be, for the purposes of carrying out the Project.</p> <p>Ownership of all other results and the IP in the results (“Project IP”), will vest in and be owned by Participant. Participant may take steps to maintain and protect the Project IP, including filing and prosecuting patent applications for any of the Project IP. Participant will grant to AstraZeneca a non-exclusive, indefinite, fully paid-up, royalty-free licence to use their Project IP for internal research and development, including all drug development activities. Such licence to be sub-licensable to Affiliates of AstraZeneca and parties working on behalf of or in direct collaboration with AstraZeneca but only for the purposes of AstraZeneca’s internal research and development. For the avoidance of doubt, the granting of the aforementioned licenses does not confer any rights to or capacity to AstraZeneca to prevent exploitation of these results/data by Participant.</p> <p>Upon conclusion of the Project, Participant shall grant AstraZeneca a 3-month option to negotiate on commercial terms an exclusive or non-exclusive licence to Project IP for all purposes.</p> <p>Upon exercise of the option, Participant and AstraZeneca, shall negotiate in good faith commercial terms for up to 6 months or other such period as the parties may agree in writing.</p> <p><i>[Despite the grant of any licence, and subject to the publication provisions, Participant and their employees and students will have the irrevocable, royalty-free right to use the results for the purposes of academic teaching and academic research.]</i></p>
<p>Publications and announcements</p>	<p><u>Participant’s Right to Publish:</u> Participant shall have the right to publish the results provided that due acknowledgment is made for the intellectual contribution made by AstraZeneca, as the case may be, in accordance with standard scientific practice. Proposals for publication should be sent to AstraZeneca for review 45 days prior to submission. Upon request, Participant will delay publication for up to 3 months to allow for the filing of a patent application for any invention disclosed in such publication.</p> <p><u>AstraZeneca’s Right to Publish:</u> Participant agrees that, if either Participant or the PI publishes the results, AstraZeneca (and their Affiliates) are hereby granted an irrevocable, perpetual, royalty-free license to make and distribute copies of such publication under any copyright privileges that Participant or the PI may have. If Participant do not publish within 12 months of conclusion of the project AstraZeneca (and their Affiliates) also shall have the right to publish independently the results provided that due acknowledgment is made for the intellectual contribution made by Participant and/or the PI in accordance with standard scientific practice.</p>
<p>Withdrawal/change of control</p>	<p>Assignment only upon written agreement of the Parties (except that AstraZeneca may assign to Affiliates).</p>
<p>Confidentiality:</p>	<p>Mutual confidentiality provisions will survive termination or expiry of the Agreement for a period of 5 years, subject to licences, confidentiality notices and standard exceptions.</p>

Termination	If the Parties agree to discontinue the Project then the Agreement shall terminate. Termination shall be without prejudice to the rights/duties accrued prior to termination.
Warranties:	All results and BIP are provided "as is" and without any guarantees or warranties.
Governing Law and Jurisdiction:	The Agreement shall be governed by and construed in accordance with the laws of England and the Parties agree to submit to the exclusive jurisdiction of the English Courts.