

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MoU") is made effective as of last signature below ("Effective Date"), by and

between

FIZ Frankfurter Innovationszentrum Biotechnologie GmbH
Altenhöferallee 3, D-60438 Frankfurt/Main
represented by Dr. Christian Garbe, managing director
- hereinafter referred to as "FIZ" -

and

University of Batna 2 Mostefa Ben Boulaid
53, Route de Constantine. Fésdis
05078, Batna, Algérie
represented by Mr. TazebBouzid, rector
- hereinafter referred to as "UB2/MAGECA laboratory"

- FIZ and UB2/ MAGECA laboratory together are hereinafter referred to as "Parties" -

PREAMBLE

FIZ Frankfurter Innovationszentrum Biotechnologie (Frankfurt Biotechnology Innovation Center) is a key element of the business and technology location FrankfurtRheinMain. Since 2002, FIZ has advanced into an important reference point for innovation projects in the “life sciences” arena, nationally and internationally. Being a market-oriented service company, FIZ offers young as well as established companies a tailored infrastructure, interdisciplinary networks and comprehensive consulting services for the commercial implementation of their product or service idea.

Initiating collaborations forms an essential part of the day-to-day operations of FIZ. Since 2010 FIZ has concentrated its activities under the strategic guiding principle “*cross-industry innovation*” – collaborating across industries for innovation and growth. This approach especially allows for disruptive innovations to emerge at the interfaces of multiple technologies from different disciplines. The focus is placed on personalized concepts and market-changing business models for the health industry and adjacent sectors, particularly in the area of precision medicine. FIZ provides growth markets with access to German high-tech solutions through helping partners establishing contacts, building cross-industrial partnerships as well as scouting market applications and technologies. Capitalizing on a cross-industry network of companies and professionals, FIZ actively supports so-called “collaborative ventures”, concerted innovation projects which may be national or international in scope. FIZ seeks to make ensuing opportunities accessible beyond its own location to external companies and innovative thinkers assembled in an innovation network.

Whereas FIZ and UB2/ MAGECA laboratory share the view of achieving potential common benefits through possible cooperation in business, strategy, science and education initiatives, programs, projects or other activities (hereinafter referred to as “Activities”) related to the field of personalized lifestyle and health management;

Whereas both FIZ and UB2/ MAGECA laboratory believe to have available resources and expertise which are integral to each other, and as both of them have the ability to conduct common Activities in accordance with the provisions and stipulations that ensure high-quality implementation of any agreed Activities;

Whereas FIZ and UB2/ MAGECA laboratory realize the importance of scrutinizing the conditions and specific fields of cooperation, and the necessity of having both Parties agree to them in writing before embarking on any specific Activity, allocation of capital and accreditation of representatives principally authorized by each of them;

Therefore, and in view of the above, the two Parties have agreed to sign this MoU as framework to identify areas of common interest and develop cooperative links contributing to support Activities related to the field of precision medicine, as follows:

Article 1

The intended goal of this MoU is to propose cooperation between FIZ and UB2/ MAGECA laboratory in order to strengthen and expand the existing capacities, eg, in research, development, innovation in the field of precision medicine through utilizing prior experience and expertise as well as human and other resources available to both Parties. Activities may include but are not limited to **cooperation to create business opportunities**, including exploring the potential and feasibility of collaborative ventures between FIZ, UB2/ MAGECA laboratory or others.

Article 2

Upon the expiry of a 6 months period as of the Effective Date of this MoU, each Party may reconsider the existing terms and conditions of this MoU, and propose necessary amendments thereto in light of practical application. Any mutually agreed amendments shall be made in writing and form an integral part of this MoU.

Article 3

All Activities in accordance with this MoU shall be implemented by means of separate agreements with terms and conditions to be agreed on between the Parties. Such agreements shall detail, among other terms and conditions, the objectives of cooperation, its duration, the governing authorities of the Activities to be carried out, funding required and respective conditions related to each Party.

Article 4

This MoU sets out the intentions of the Parties to cooperate in accordance with the terms hereunder and subject to separate binding agreements to be entered into in relation to each Activity the Parties agree to implement. It is not intended in any way to form a legally binding contract that may create legal or financial liabilities on the Parties.

Article 5

Each Party shall assume the expenses it incurs in relation to the negotiation, execution and implementation of this MoU unless otherwise agreed in writing between the Parties.

Article 6

FIZ places particular emphasis on compliance with all data protection regulations and encourages all members of the network to ensure a high standard of confidentiality and discretion. Each Party shall keep confidential the terms of this Agreement, and all information disclosed or obtained as a result of the relationship of the Parties under this Agreement ("Confidential Information"), and shall not disclose any Confidential Information without prior approval of the other Party. Each Party shall take steps to protect the other's Confidential Information, at least equivalent to the steps taken to protect its own Confidential Information.

Neither Party shall, without first obtaining prior written consent of the other Party, announce terms and conditions of this Agreement in a press release or other promotional material. This shall not, however, affect the right of both Parties to disclose the fact of the collaboration itself. The obligation to secrecy shall remain in force even after the termination of the cooperation by reason of this Agreement.

Article 7

Both Parties have the right of joint exploitation of research and development results that were conducted during performance of this MoU, such as publications with citations of both Parties.

Article 8

FIZ provides a unique knowledge- and IT infrastructure (House of "New. German Engineering"), on which the individual network companies are coordinated. The combined capabilities, expertise and experience of the companies and institutions create high additional value and attract other entities to join. FIZ defines quality standards with respect to data privacy and safety and is responsible for the technology scouting. Within the synergy project German Genethics FIZ develops a data base in the field of oncology that could be shared with other network partners with the purpose of analysing genomic, clinical data and similar research and development activities.

Article 9

Building a trusted and sustainable relationship with business partners is not only key to success but also a source of competitive advantage. FIZ enables UB2/ MAGECA laboratory access to national and international partners from different industries. Thus, being member of the FIZ innovation network, UB2/ MAGECA laboratory shall undertake not to bypass FIZ by initiating or conducting any direct negotiations with other FIZ network partners, and as the case may be, cease such negotiations already under way. In case UB2/ MAGECA laboratory is approached directly by any FIZ network partner, FIZ shall be notified immediately. Matchmaking between potential partners in the FIZ network shall be exclusively moderated by FIZ, side agreements are inadmissible. For the case of any infringement of this obligation, UB2/ MAGECA laboratory as infringing Party shall pay FIZ EUR 10.000,-- as liquidated damages. FIZ as infringed Party reserves the right to claim provable exceeding damages.

FIZ Frankfurter Innovationszentrum Biotechnologie and University of Batna 2 Mostefa Ben Boulaid

Article 10

This MoU shall be valid for a period of three (3) years as of the date of its signature by the last Party ("Effective Date") at the end hereof, and may be renewed for any other periods as shall be mutually agreed on in writing between the Parties. This MoU shall be governed by and interpreted in accordance with the laws of Germany.

For and on behalf of
FIZ Frankfurter Innovationszentrum
Biotechnologie GmbH

For and on behalf of
Université de Batna 2
Mostefa Ben Boulaid

Frankfurt 24.10.2017
City, Date

Batna 23.10.2017
City, Date


Dr. Christian Garbe, Managing Director
FIZ


Mr. Tayeb Bouzid, Rector
UB2/ MAGECA laboratory

