***[To Overseas R&D Partner: The R&D collaboration project(s) contemplated under this Agreement will be funded by the Korean Government, so there will be a set of terms that the project participants need to comply with under Korean law in undertaking the project. The following draft of the R&D collaboration agreement is meant to cover only the key terms of the agreement, and the final version of the agreement will include more detailed provisions (e.g., additional terms customarily found in joint R&D agreements, including, audit rights, defense of third party claims of infringement, and limitations of liability) based on discussions between SNUH and the Overseas R&D Partner, which will follow the Overseas R&D Partner’s review of this draft agreement.]***

**Agreement on**

**Research and Development Collaboration**

This Agreement on Research and Collaboration (the “**Agreement**”) is made and entered into this \_\_ day of [June], 2024 (the “**Effective Date**”), by and between Seoul National University Hospital (“**SNUH**”) and [name of the overseas R&D institution] (the “**Overseas** **R&D Partner**”). (Hereinafter, SNUH and the Overseas R&D Partner are collectively referred to as the “Parties,” and individually as a “Party.”)

WHEREAS:

1. The Korean Government has decided to launch a joint research and development (“**R&D**”) project program (the “**Korea-US Collaborative Research Project**”), under which the Koran Government would provide financial support for R&D projects to be jointly undertaken by U.S. R&D institutions and Korean R&D institutions;
2. SNUH is designated by the Korean Government as the Administrator of the Korea-US Collaborative Research Project, and wishes to consider joint R&D project proposals from foreign R&D institutions, including the Overseas R&D Partner, under the Korea-US Collaborative Research Project;
3. The Overseas R&D Partner desires to participate in the Korea-US Collaborative Research Project, and submitted a joint R&D project that it plans to undertake in collaboration with a Korean R&D partner(s); and
4. SNUH as the Administrator of the Korea-US Collaborative Research Project has reviewed and approved the Overseas R&D Partner’s project proposal above.

**NOW THEREFORE,** the Parties set forth their understanding as follows:

**Article 1. Definitions**

**Affiliates** means any company or entity that, as of the Effective Date, directly or indirectly controls, is controlled by, or is under common control with, either Party. “**Control**” as used herein means ownership of more than 50% of the par value of the outstanding stock of an entity, or ownership of more than 50% of the stock entitled to vote to select or appoint a majority of the directors or persons performing similar functions of the entity, or the right to select or appoint directors who have the power to cast a majority of the votes or the right to direct the business activities of the entity.

**Background IP** means all Intellectual Property owned by a Party prior to the Effective Date of the Agreement or generated or acquired outside scope of the Project.

**Confidential Information** means any information that is treated as confidential by a Party, whether in oral, written, electronic, or other form or media, whether or not such information is marked, designated, or otherwise identified as “confidential,” and includes any information that due to the nature of its subject matter or circumstances surrounding its disclosure, would reasonably be understood to be non-public, confidential, or proprietary. Confidential Information does not include information that: (a) was already known by or in the possession of the receiving Party or its Representatives (as defined below) without restriction on use or disclosure before the receipt of such information directly or indirectly from or on behalf of the disclosing Party; (b) was or is independently developed by the receiving Party, as established by documentary evidence, without reference to or use of any of the disclosing Party's Confidential Information; (c) was or becomes generally known by the public other than as a result of any breach of this Agreement, or other wrongful act, of the receiving Party or its Representatives; or (d) was or becomes available to the receiving Party or its Representatives received by the receiving Party from a third party who was not, at the time, under an obligation to the disclosing Party or its Representatives or any other person to maintain the confidentiality of such Information.

**Foreground IP** means all Intellectual Property made, invented, developed, created, conceived, or reduced to practice after the Effective Date as a result of work conducted pursuant to this Agreement, including all rights in any patents or patent applications, copyrights, trade secrets, and other Intellectual Property rights relating thereto.

**Know-how** means ideas, data, results, concepts, discoveries, inventions, developments and confidential or proprietary information or trade secrets, techniques, methodologies, modifications, innovations, improvements, designs and design concepts, and any other information that is necessary or useful for the research, development, use, transfer or regulatory approval of products or processes, including, but not limited to, technical information, expertise, processes, specifications, formulas, procedures, protocols and other similar information.

**Korean R&D Partner** means the Korean R&D partner (whether an institution or individual), as specified in the Project Plan, with which the Overseas R&D Partner has decided to jointly implement the Project.

**Intellectual Property** or **IP** means discoveries, inventions, formulas, designs, Know-how, methods, techniques, developments, improvements, modifications, enhancements, writings, schematics, software, documentation and data about them, whether or not patentable, and may be subject to copyright or other forms of legal protection.

**Project** means the research and development project initially proposed by the Overseas R&D Partner and finalized and agreed between the Overseas R&D Partner and SNUH, details of which are described in the Statement of Work attached to the Agreement as Appendix [\*].

**Project Plan** means the project implementation plan stipulating the essential elements of the Project as set out in Schedule [\*], including (i) the specific milestone targets to be achieved by the Overseas R&D Partner, (ii) the deliverables to be delivered by the Overseas R&D Partner at the conclusion of the Project; and (iii) the main components of project progress reports to be provided by the Overseas R&D Partner every [three (3)] months.

**Project Results** means tangible and intangible outcomes, including products, facilities, equipment and IP, that are generated or derived from the Project under the Agreement.

**Representative** means the respective Party’s employees, officers, directors, consultants, and legal, technical, and business advisors, who are involved in the Party’s implementation of the Project.

**SNUH Payment Plan** means the payment plan attached hereto as Schedule [\*], under which SNUH will make payments to the Overseas R&D Partner (or the Consortium to be formed by the Overseas R&D Partner for the Project) based on, among other things, the milestone targets set forth in the Project Plan.

**Article 2. Purpose of this Agreement**

**2.1** The purpose of this Agreement is to set forth the principal terms governing the Overseas R&D Partner’s undertaking of the Project in collaboration with the Korean R&D Partner (as defined below).

**2.2** The Parties acknowledge that if there are certain terms that are not addressed in this Agreement or some of the terms stipulated in this Agreement need to be more detailed or require further clarification, the Parties may enter into a subsidiary agreement to address such terms.

**Article 3. Obligations of the Overseas R&D Partner**

**3.1** The Overseas R&D Partner shall form a consortium (the “**Consortium**”) with a Korea R&D institution(s) to undertake the Project, and a Consortium agreement stipulating the roles and responsibilities of the Consortium members shall be executed within [ninety (90)] of the Effective Date. For the avoidance of doubt, no financial support may be provided to the Overseas R&D Partner (or to the Consortium) under this Agreement until after the Consortium agreement has been entered into by the Consortium members.

**3.2** The Overseas R&D Partner shall implement the Project in accordance with the Project Plan, which may not be amended without SNUH’s prior written consent, and subject project progress reports as required by the Project Plan.

**3.3** The Overseas R&D Partner shall ensure that the Project Plan includes a detailed description of the milestone targets for the payments to be made by SNUH pursuant to the SNUH Payment Plan.

**3.4** The Overseas R&D Partner shall use reasonable endeavors to ensure that the Project is implemented in a competent and professional manner at all times.

**Article 4. Obligations of SNUH**

**4.1** SNUHshall provide financial support for the Overseas R&D Partner’s (and the Consortium’s) undertaking of the Project in accordance with the SNUH Payment Plan, and ensure that the SNUH Payment Plan is sufficiently aligned with the Overseas R&D Partner’s Project Plan.

**4.2** SNUH shall review the project progress reports submitted by the Overseas R&D Partner, and at the Overseas R&D Partner’s request, determine the Overseas R&D Partner’s achievement of the milestone targets under the Project Plan.

**4.3** SNUHshall use reasonable endeavors to assist the Overseas R&D Partner (and its Consortium) in implementing and completing the Project successfully.

**Article 5.** **Intellectual Property**

**5.1 Ownership of Background IP**

This Agreement does not affect the ownership of any Background IP or any other Intellectual Property which are not results of the Project under the Agreement. The Parties acknowledge that each of the Overseas R&D Partner and the Korean R&D Partner(s) was, is, and will be the exclusive owner of its Background IP irrespective whether such Background IP is introduced or contributes to the Project. Notwithstanding the foregoing, the Overseas R&D Partner shall procure that all Consortium members, including the Overseas R&D Partner, document all their Background IP to be incorporated in the Project and provide the documentation for SNUH’s records.

**5.2 Background IP Cross-license**

The Overseas R&D Partner shall procure that each of the Consortium members grant to the other members during the Term a royalty-free, fully-paid up, non-transferable, non-sublicensable, non-exclusive, worldwide, and irrevocable license with regard to its Background IP solely for the purpose of, and to the extent necessary, in order to enable the Overseas R&D Partner and the Korean R&D Partner to jointly implement the Project under the Agreement.

**5.3 Ownership of Foreground IP**

The Overseas R&D Partner shall procure that the Consortium members enter into an agreement regarding the ownership of the Foreground IP generated from the Project implementation. The agreement shall include follows: (ⅰ) The entire right, title and interest in and to all and any IP shall be owned jointly by each Consortium members for which at least one inventor from such member contributed to the Invention. The Overseas R&D Partner shall procure that all Foreground IP that the Consortium members develop for the Project is properly documented, and such documentation shall be provided to SNUH periodically as mutually determined by the Parties, but at the latest prior to the completion of the Project. The Overseas R&D Partner shall inform and disclose to SNUH without undue delay of all inventions created, generated, developed, or made under the Project.

**5.4 Foreground IP Prosecution**

The Overseas R&D Partner shall procure that the Consortium members enter into an agreement regarding the prosecution of any patentable or otherwise registrable Foreground IP in various countries to fully enjoy the priority claim to the Foreground IP rights in those pertinent countries, provided that the prosecution of any patentable or otherwise registrable Foreground IP in Korea shall be conducted by the Korean R&D Partner(s).

**5.5 Publication and Disclosure**

The Overseas R&D Partner shall procure that any publication, announcement, or disclosure by a Consortium member regarding the Project, including but not limited to, the Project Results, Project Plan, and any other contents related to the Agreement, shall require prior written consent of the other Consortium members, which shall not be unreasonably withheld. A Consortium member intending to make publication, announcement, or disclosure as described above shall submit to the other Consortium members in writing detailed description of what it intends to publish and request for consent in writing of the other Consortium members at least thirty (30) days before the date of the proposed submission for such publication.

**5.6 Third Party Infringement**

The Overseas R&D Partner shall ensure that the Consortium members confirm in writing that all Foreground IP they develop under the Agreement do not infringe any IP rights of a third party. If a Consortium member knows or has a reason to know that its developed Foreground IP would infringe any third party IP rights, the Overseas R&D Partner shall ensure that such Consortium member immediately informs the other Consortium members to mutually discuss alternatives to the Project Results.

**5.7 Right to Use the Results**

Upon a Consortium member’s prior written consent, another Consortium member may be granted a non-exclusive license to make, have made, use, sell, offer to sell, or otherwise exploit any product or Project Results covered by the Foreground IP and the related Background IP of the former Consortium member. Such licensing arrangement shall be based on fair and reasonable terms and conditions and finalized in a separate license agreement between the respective Consortium members.

**Article 6. General Terms**

**6.1 Term**

The term of the Agreement shall commence on the Effective Date and shall remain in effect for a period of [two (2) years] (the “**Term**”). The Parties may extend the Term by agreement in writing, which agreement shall be made at least two (2) months before the expiration of the Term.

**6.2 Termination and Effect of Termination**

**6.2.1** Each Party has the right to terminate the Agreement in the event that the other Party is in a material breach of the Agreement and fails to remedy such breach within thirty (30) days after the non-breaching Party gives a written notice of the breach.

**6.2.2** In the event of termination, SNUH shall make all due installment payments to the Overseas R&D Partner based on the Overseas R&D Partner’s achievement of the milestone targets specified in the Project Plan up to the date of termination, and the Overseas R&D Partner shall deliver to SNUH as soon as practicable any and all deliverables and Foreground IP prepared and developed to the date of termination.

**6.2.3** Provisions of this Agreement, which by their nature or implications are required to survive expiry or termination of the Agreement, shall survive to give effect to those provisions.

**6.3 Confidentiality**

Each Party (the “Receiving Party”) acknowledges that in connection with the Agreement it will gain access to Confidential Information of the other party (the “Disclosing Party”). As a condition to being provided with Confidential Information, the Receiving Party shall, during the Term and for three (3) years thereafter:

1. not use the Disclosing Party’s Confidential Information other than as necessary to perform its obligations under this Agreement; and
2. maintain the Disclosing Party’s Confidential Information in strict confidence and not disclose the Disclosing Party’s Confidential Information without the Disclosing Party’s prior written consent, provided, however, the Receiving Party may disclose the Confidential Information to its Representatives who:

* have a need to know the Confidential Information for the purposes of the Receiving Party’s performance, or exercise of its rights concerning the Confidential Information, under this Agreement,
* have been apprised of this restriction; and
* are themselves bound by written nondisclosure agreements at least as restrictive as those set forth herein, provided further that the Receiving Party shall be responsible for ensuring its Representatives’ compliance with, and shall be liable for any breach by its Representatives thereof.

**6.4 Representations & Warranties**

Each Party represents and warrants that (a) it has full power and authority to carry out the actions contemplated under this Agreement and its entry into and performance under the terms of this Agreement will not infringe the rights of any third party or cause it to be in breach of any obligations to a third party; and (b) it will carry out the research and development work in a proper and careful manner based on the latest scientific and technical state of the art, utilizing all of its own applicable knowledge and experience, and with the exercise of scientific due diligence to achieve the technical objectives set forth in the Agreement.

**6.5 Indemnification**

Each of the Parties (the “**Indemnifying Party**”) shall indemnify, defend and hold the other Party and its Representatives (the “**Indemnified Party**”) harmless from and against any and all damages, costs, expenses, legal fees and other out of pocket expenses incurred by the Indemnified Party in relation to any claim against it arising out of or in connection with the Indemnifying Party’s performance, non-performance or breach of this Agreement.

**6.6 Export Control**

The Agreement shall comply with any restrictions on the export of products or technical information from any country that may be imposed on either Party. Each Party agrees that if an export license or other governmental authorization is required for the export of technical information obtained from the other Party under this Agreement or products using such technical information to a particular location or method, it will not proceed without first obtaining written authorization for such export from the appropriate agency or other governmental authority in accordance with applicable laws and regulations.

**6.7 Governing Law**

The Agreement shall be governed by the laws of the Republic of Korea, without regard to choice of law principles.

**6.8 Dispute Resolution**

Any claim or lawsuit arising from or relating to the Agreement shall be filed and maintained in a court of competent jurisdiction in Seoul, the Republic of Korea, and the Parties agree to personal jurisdiction and convenient forum therein.

**67.9 Assignment**

No part of this Agreement may be assigned or subcontracted by either Party without the prior written consent of the other Party. Any assignment not in accordance with this provision shall be null and void for any purpose.

IN WITNESS WHEREOF, the Parties have caused this AGREEMENT to be executed as of the Effective Date.

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| **Seoul National University Hospital** | **The Overseas R&D Partner** |
| Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name: | Name: |
| Job title: | Job title: |
| Date: [MONTH]/[DD]/[YEAR] | Date: [MONTH]/[DD]/[YEAR] |

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