

DATED dd month yyy

**AGREEMENT FOR MEMBERSHIP OF THE
EURO-BIOIMAGING INDUSTRY BOARD (EBIB)**

THIS AGREEMENT is made on **DATA**

BETWEEN:

EUROPEAN MOLECULAR BIOLOGY LABORATORY ("EMBL") located at Meyerhofstr. 1, 69117 Heidelberg, Germany, duly represented by **EMBL Enterprise Management Technology Transfer GmbH** ("EMBLEM"), Boxbergring 107, 69126 Heidelberg, Germany, the technology transfer unit of EMBL;

And

COMPANY NAME

Jointly referred to as the Parties, individually as Party.

1. Background

Imaging plays a crucial role in modern life science research and its translation into medical applications, but obtaining high-quality images requires advanced technology and expertise, and can be costly. By building an open access research infrastructure for imaging technologies in Europe, Euro-BioImaging enables biological and medical researchers to access the cutting-edge equipment and expertise needed for their projects. Euro-BioImaging is widely supported by the scientific community and imaging industry in Europe. 15 European countries and EMBL are members and fully committed to support Euro-BioImaging ERIC. Over 50 imaging companies have followed and supported the development of Euro-BioImaging during the preparatory phases. The Euro-BioImaging Industry Board was formally established in 2014 as an independent body and operates through a membership scheme. The membership fees support the position of an Industry Board Coordinator who administrates the Board and acts as direct link to the Euro-BioImaging Directorate. As EMBL was the coordinator of the Euro-BioImaging preparatory phases and is hosting the Euro-BioImaging Bio Hub and its Director, EBIB members use EMBL as a legal entity to hire the Industry Board Coordinator and manage the membership fees.

This agreement is therefore between Industries and EMBL with EMBLEM as its technology transfer office regulating all details related to the membership scheme and Industry Board Coordinator position.

Membership of the EBIB is by application and subscription.

Company Name is willing to become a Member of the EBIB. EMBL and the other EBIB Members are willing to accept **Company Name** as Member.

2. Definitions

“EBIB“ the Euro-BioImaging Industry Board;

“Member“ any member of the Euro-BioImaging Industry Board, including **Company Name**, and "Membership" shall be construed accordingly;

“Membership Fee“ the annual fee provided in Annex 1;

“Board Year“ each 12 calendar month period each during the term of this Agreement beginning on 1st of January and continuing consecutively thereafter;

“Research of Interest” to be defined by **Company Name**;

“**Company Name** Representative(s)” shall be (Name) and (NAME). In case **Company Name** assigns another member of **Company Name**’s personnel as its Representative **Company Name** shall inform EMBL accordingly.

3. Benefits of Membership

As a Member of the EBIB **Company Name** is entitled to the Benefits of Membership according to the Euro-BioImaging membership scheme presented in Annex 2.

4. Membership and Payment of Membership Fee

- 4.1 In consideration of payment of the Membership Fee by **Company Name**, **Company Name** shall be accepted as Member of the EBIB and accorded the Benefits of Membership as detailed in Clause 3.
- 4.2 All Members shall comply with applicable laws, including applicable competition laws (both EU and national). Parties will adhere to attached Annex 4 and Rules of Procedure to ensure continued compliance with competition laws.
- 4.3 In consideration of payment of the Membership Fee by **Company Name**, **Company Name** shall be accepted as Member of the EBIB and accorded the Benefits of Membership as detailed in Clause 3. Members are expected to comply with applicable laws, including but not limited to applicable laws on competition.
- 4.4 In consideration for membership in the EBIB, as described above, **Company Name** agrees to pay a non-refundable Membership Fee as defined in Annex 1 plus VAT, if applicable, for the twelve-month period from 1 January until 31 December of each BOARD Year. Payment is due within sixty (60) days upon invoice received by **Company Name** from EMBLEM. The Membership Fee may be reviewed and amended and **Company Name** shall be notified in writing of any increase in the Membership Fee at least sixty (60) days prior to the date the increased rate is to go into effect.
- 4.5 Payments shall be made upon presentation of a detailed invoice from EMBLEM made out in the name of **Company Name**, addressed to:

Company Address
Attn.:
Purchase Order Number: PO
VAT Number: VAT

Payments shall be made in EURO by bank transfer 60 days from the date of the invoice. The invoice will state details of bank account into which payment shall be made.

- 4.6 Payments shall be used as described in Annex 3.

5. Confidentiality

- 5.1 The Parties do not envisage the exchange of confidential information under this agreement.
- 5.2 Should the Parties desire to disclose confidential information, they will conclude a confidentiality agreement stipulating the terms and conditions of such disclosure.

6. Term and Termination

- 6.1 This Agreement shall begin on the date first written above and continue thereafter until 31 December **20xx** (hereinafter “the Term”). Unless terminated according to section 6.3 below, it shall automatically be renewed for a period of 12 (twelve) months on 1 January of the following year.

- 6.2 For members joining the Euro-BioImaging Industry Board after 1 January, the membership shall end 31 December of the present year and shall automatically be renewed on 1 January of the following year.
- 6.3 Each Party may terminate this Agreement for any reason with effect to the end of a calendar year with 90 (ninety) days written notice.

7. Consequences of Termination

If this Agreement terminates for whatever reason **Company Name**'s rights as a Member under Clause 3 shall cease upon expiry of the notice period.

8. Nature of this Agreement

- 8.1 This Agreement shall constitute the entire Agreement between the Parties in relation to its subject matter. The Parties may by mutual agreement decide to enter into specific collaborations under terms and conditions to be agreed and governed by separate written agreements.
- 8.2 Each Party acknowledges that in entering into this Agreement it does not do so on the basis of and does not rely on any representation, warranty or other provision except as expressly provided in this Agreement.
- 8.3 Neither Party may assign, transfer, sublicense, subcontract or delegate its rights and obligations under this Agreement without the prior written consent of the other Party.

9. Liabilities

- 9.1 Except in the case of death and personal injury caused by negligence, fraudulent misrepresentation or in any other circumstances where liability may not be so limited under any applicable law, neither Party shall be liable to the other in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, cost or expense of any nature incurred by that other Party of an indirect or consequential nature including any economic loss or other indirect loss, including loss of turnover, profits, business or goodwill.
- 9.2 Nothing in this Agreement shall be construed as conferring rights on any third party.

10. Representations and Warranties

Parties do not make any representations and extend no warranties of any kind, express or implied, as to the fitness of the EBIB, Benefits of Membership and/or the Research of Interest for a particular purpose, or that the Research of Interest or the Confidential Information or any other information provided to any other Party will not infringe any patent, copyright, trademark, or other proprietary rights of a third party.

11. Law and Jurisdiction

This Agreement shall be governed by German law and subject to the exclusive jurisdiction of the German courts.

In witness whereof, the duly authorized representatives of the Parties hereby execute this Agreement.

SIGNED for and on behalf of **EMBL**

SIGNED for and on behalf of **Company**
Name

.....
Matti Tiirakari
Administrative Director
Date:

.....
Name:
Title:
Date:

SIGNED for and on behalf of **EMBLEM**

.....
Dr. Gábor M. Lamm
Managing Director
Date:

ANNEX 1

Membership Fee

Yearly membership fees for existing categories are:

Silver: 2000, - EURO / year

Gold: 4000, - EURO / year

Platinum: 8000, - EURO / year

For new members joining the Euro-BioImaging Industry Board after 1 January a pro rata membership payment applies for the first membership year.

Company Name agrees to join the scheme as **Silver/Gold/Platinum Member** (preferred membership level should be marked)

ANNEX 2

Membership scheme

	Silver	Gold	Platinum
Meetings			
Participation in EBIB meetings	✓	✓	✓
Information on and personal invitation to Euro-BioImaging stakeholder meetings	✓	✓	✓
Marketing			
Company logo on Euro-BioImaging website	✓	✓	✓
Appearance in promotional (public) EBIB material	✓	✓	✓
Company logo and advertising material at Euro-BioImaging events			✓
Support and information			
Information on technological status of Euro-BioImaging Nodes	✓	✓	✓
Personal support of industry users of Euro-BioImaging by the EBIB Industry Board Manager		✓	✓
Regular information on Euro-BioImaging Europe wide training programs	✓	✓	✓
Representation of industrial activities and opinions to national and EU political community		✓	✓
Participation in common lobbying activities e.g. at the national and European level (Brussels), organized and supported by the EBIB Industry Board Manager			✓
Access to tailored usage data and statistics (e.g. usage of new techniques)			✓
Reports from the users, information on potentially useful samples, success and satisfaction rate			✓
Support to access non-IP protected services and resources at various Euro-BioImaging sites: <ul style="list-style-type: none"> • samples • expert knowledge • protocols • images for training material • application development 			✓
Individually tailor proposals on useful activities and interaction with Euro-BioImaging-network/community			✓
Annual membership	2.000 Euro	4.000 Euro	8.000 Euro

Description and funding of the position of the Industry Board Manager

Membership fees collected through the membership agreement shall be used to fund the position of the Industry Board Manager and related expenses.

The Industry Board Coordinator will be hired after the funding for 12 months of the position is secured (min 100.000 Euro). Extra funds, not required for the salary of the manager can be used to support the work of the EBIB and the Industry Board Coordinator (travel costs, printing of EBIB material etc.). Industry Board Coordinator will regularly report to the Board on the financial status of the Membership scheme.

The Board will decide on the job description of the Industry Board Coordinator and will optimize it as required, following the developments in Euro-BioImaging.

The position of the Industry Board Coordinator will include:

- Coordination of "One voice" activities to political community
- Support and organization of common lobbying activities e.g. At the national and European level (Brussels)
- Support and administration for industry users of Euro-BioImaging
- Preparation and distribution of both confidential (within the EBIB) and promotional (public) material
- Management of communication within the EBIB
- Organization of an annual meeting for industry partners
- Maintenance of the industry contact list
- Organization of 2x / year TC with industry partners
- Maintenance and update of the website with current information on:
 - Who are the contact persons
 - Rating of performance of a node from the angel of Industry
 - EBIB activities and events
- Development of indicators (e.g., use of a new technology / software)
- Assembling an EU-wide training program
- Development and transformation of the EBIB concept during the operational phase, beginning in 2014/2015
- Permanently and proactively seek for opportunities how industry partners can profit from the Euro-BioImaging network/community and propose these opportunities to the industry board.
- Generate access to non-IP protected services and resources at various Euro-BioImaging sites: Samples, expert knowledge, protocols, marketing and training materials, use cases, application development, etc.

Type of tasks:

30% administrative

70% coordination

ANNEX 4

Compliance

While the aim of establishing and running the Industry Board is to foster information exchange at the cutting-edge of science and entirely in a pre-competitive phase, Members are nevertheless reminded of the following principles governing information exchange under or in relation to this Agreement:

Members must never exchange competitively sensitive information on their own or their competitors' commercial strategy or anything which would be considered a business secret. Members should take particular care in discussions with fellow-members who are or who may become competitors both at formal gatherings and at any informal meeting, even in a social context.

Subjects to avoid are:

- Prices, discounts, or price-related contractual terms. This includes planned or implemented price increases (whether or not a precise amount of the increase is included, the dates of planned price increases or announcements, mark-ups, rebates, allowances, credit terms, promotions, or any other data that would have a bearing on price (e.g. costs, production volumes, capacity, inventories, sales). Government-imposed prices and reimbursement policies are not included in the subjects to be excluded;
- Client relations and customer credit risk, including among others the identities of individual customers or sales territories
- Contract tenders, ongoing bids or plans to bid for business as well as the corporate procedures for responding to tenders;
- Business plans or commercial strategy and forecasts of market evolution;
- Competitive strengths/weaknesses in particular areas;
- Production planning or output levels, including inventory/order backlog;
- Individualized data about production volumes, sales or capacity. It is particularly important that such data is not exchanged in relation to specific competitors (e.g. the top three producers for a particular sales segment in the last quarter).
- Product development or investment in research programs which is not yet widely known;
- Individualized market share data.

It is acceptable to discuss public policy, educational and scientific developments, regulatory matters of general interest (including Government-imposed prices or reimbursement policies), demographic trends, generally acknowledged industry trends, publicly available information and historical information that have no impact on future business. Members may display or demonstrate new or existing products, but not discuss non-public R&D or production plans.