

CONSULTING AGREEMENT

BETWEEN:

INSTITUT PASTEUR, a registered non-profit foundation with recognized charitable status, Sirene number 775 684 897, whose head office is located at 25-28, rue du Docteur Roux, 75724 Paris Cedex 15, represented by its President, Mr Stewart Cole, duly authorized,

Hereinafter referred to as “**Institut Pasteur**”, party of the first part,

AND

_____,
[legal form] registered with the Trade and Companies Registry of [City] under number [XXX XXX XXX], whose head office is located at _____, represented by its _____, Mr/Ms _____, duly authorized,

Hereinafter referred to as “**Company**”, party of the second part,

Hereinafter individually referred to as “**Party**” and collectively as “**Parties**”.

WHEREAS:

Institut Pasteur is a private, non-profit foundation with recognized charitable status whose missions include the prevention of and fight against infectious diseases through research, education and public health activities.

Dr _____ (hereinafter referred to as “**Consultant**”), a member of the _____ research unit of Institut Pasteur, is a recognized specialist in the area of _____.

In view of said expertise, duly acknowledged by Company, the latter, specialized in _____, seeks to avail itself of the advice and skills of Consultant. Institut Pasteur, Consultant’s employer, accepts to allow Company access to Consultant’s advisory services pursuant to the terms and conditions set forth herein.

IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE 1 – PURPOSE OF AGREEMENT

The purpose of the present consulting agreement (hereinafter referred to as “**Agreement**”) is to define the terms and conditions pursuant to which Institut Pasteur will cause Consultant to carry out the assignment set forth in Appendix 1 (hereinafter referred to as “**Assignment**”) for the Company.

As a general rule, the Consultant shall provide the Company with all information available to Consultant acting in his/her own name and any advice that may be useful to the Company in the scope of the Assignment, subject to the obligations (in particular those relating to confidentiality) that bind Consultant. Consultant shall not make use of any means and/or information of any nature whatsoever belonging to Institut Pasteur to perform under the present Agreement.

ARTICLE 2 – TERMS AND CONDITIONS OF PERFORMANCE OF ASSIGNMENT

Consultant shall employ the degree of care and diligence expected of a specialist in their relevant area of research. However, given the nature of Consultant's professional activity based on experimentation, the obligations of Institut Pasteur relative to Consultant's services in the scope of the Assignment shall be interpreted in light of available knowledge and the current state of science as of the date Consultant's services are rendered. As such, Consultant is bound by a best endeavours obligation concerning the nature and pertinence of the information that Consultant communicates and advice that Consultant provides.

Consultant shall carry out the Assignment in full compliance with his/her contractual obligations to Institut Pasteur, and shall ensure that there is no conflict of interest with the latter. Institut Pasteur and/or Consultant reserve the right to refuse to perform all or a part of the Assignment in the event of a conflict of interest. Said refusal shall under no circumstances be deemed a breach of an obligation to the Company under the present Agreement.

No laboratory work shall be performed by Consultant on behalf of the Company. Consultant shall not submit any form of biological material whatsoever belonging to Institut Pasteur to the Company.

The Company and Consultant may modify in writing (on paper or via electronic means) the date(s) set forth in Appendix 1.1 on which the latter shall perform his/her Assignment, any such modification thus binding Institut Pasteur. In no event, however, shall said modification extend or reduce the total term of the Assignment set out in Appendix 1.1.

Consultant's activities at Institut Pasteur may result in that individual being unavailable during the performance of the Assignment. Subject to providing prior notice to the Company and provided that such unavailability does not jeopardize performance of the Assignment, it shall not be deemed a breach of an obligation to the Company under the present Agreement.

ARTICLE 3 – FINANCIAL TERMS AND CONDITIONS

The fees paid to Institut Pasteur by the Company in consideration of the performance of the Assignment pursuant to the present Agreement shall be calculated on the basis of a minimum hourly rate of two hundred seventy-five euros (€275), excluding VAT.

The fees due, calculated proportionate to the duration of the Assignment and including the time spent on preparatory work, are set forth in 1.3.a) of Appendix 1 hereto; said fees represent the total, fixed, definitive, non-revisable and non-modifiable amount.

Payment of said fees, to which VAT shall be added, shall be made upon presentation by Institut Pasteur of an invoice. Payment shall be made within (30) days of the date of invoice by bank transfer to the account indicated on said invoice. Any late payment shall bear, on a pro rata basis, interest at three (3) times the legal interest rate in force as of the date due, in which event a lump sum amount of forty euros (EUR 40) to cover collection costs shall also be due by the Company to Institut Pasteur.

Consultant shall be paid no remuneration by the Company for the performance of the Assignment.

Travel, catering and accommodation expenses necessary to perform the Assignment and incurred by Consultant shall be reimbursed to the latter directly by the Company upon presentation of the corresponding original receipts [up to the limits set forth in Appendix 2 hereto].

In the event of termination for any reason whatsoever prior to expiry of this Agreement, the fees due by the Company to Institut Pasteur shall be recalculated based on the progress made on the Assignment.

ARTICLE 4 - COMPANY OBLIGATIONS

Company shall make every effort allowing Institut Pasteur and Consultant to properly complete the Assignment. For said purpose, the Company undertakes to:

- a) provide Consultant, if necessary, access to its premises for the sole purpose of the Assignment;
- b) provide Consultant access to all documents and information necessary for the full performance of the Assignment sufficiently in advance to enable said performance by the deadline. For said purposes, the Company shall indemnify and hold harmless Institut Pasteur against all claims against it by third parties relative to said information and documents;
- c) inform Consultant immediately of any event likely to influence proper performance of the Assignment.

For the term of the present Agreement plus two (2) years following its termination, the Company shall refrain from hiring or causing to work in any manner whatsoever, directly or indirectly, save with the prior written agreement of Institut Pasteur, the Consultant, including in the event that the recruitment is initiated by the latter. Any breach of said obligation shall result in a penalty in the form of a lump-sum payment due by the Company to Institut Pasteur of an amount equal to the gross remuneration that Consultant was paid for the twelve (12)-month period prior to Consultant's departure.

In the event Consultant's Assignment falls within the scope of Articles L. 1453-1 et seq. of the French Public Health Code, the Company shall be responsible for notifying the relevant authorities of the existence of the present Agreement, in addition to making related payments and other expenditures, and fulfilling all other obligations related thereto.

ARTICLE 5 – INSTITUT PASTEUR OBLIGATIONS

As Consultant's employer, Institut Pasteur is liable for Consultant's compliance and proper performance of all provisions of the present Agreement relevant to that individual.

During the performance of the present Agreement, Institut Pasteur shall continue to owe a duty to the Consultant to perform all its obligations as Consultant's employer.

Institut Pasteur and the Consultant shall perform the Assignment fully independent from the Company. Nothing in the present Agreement shall be interpreted to imply any employment, principal-agent, agency, representation, partnership or business relationship of any kind between the Company and Consultant. The Consultant shall not enjoy any benefit or advantage offered by the Company to its employees.

Institut Pasteur shall immediately inform the Company of any event that may compromise the performance of the Assignment.

The present Agreement is entered into by the Company based on the identity and personal qualities of the Consultant. Accordingly, Institut Pasteur shall refrain from any subcontracting or substitution of Consultant by any other person for purposes of performing this Assignment, save with the prior written consent of the Company.

ARTICLE 6 - LIABILITY - INSURANCE

The Parties undertake to comply with all statutory and regulatory provisions applicable and in force throughout the term of the Agreement. Institut Pasteur undertakes to ensure that Consultant complies with the Company's rules and regulations when Consultant is on site, as applicable.

Institut Pasteur represents its compliance with Articles L.8222-1 et seq. of the Labour Code related to measures against illegal work and, in the scope of said provisions, shall satisfy all social security and tax formalities required thereunder. Upon written request from the Company, Institut Pasteur shall provide the former with all relevant documents proving fulfilment of said obligations.

A Party shall be liable, at its individual risk and expense, to the other Party, Consultant and/or any third party, for any direct damage of any kind whatsoever caused by the former, its staff and/or equipment during the performance of this Agreement.

Institut Pasteur shall be liable for the acts of Consultant, in his/her capacity of employee. The Company shall be liable for the acts of all individuals participating in or present during the performance of the Assignment.

The Parties represent that they hold, for the term of the present Agreement, a currently valid insurance policy guaranteeing to the other Party or a third party coverage for personal injury, material and consequential damages caused by it and/or any individuals acting on its behalf during the performance of the present Agreement.

Company shall be solely and fully liable for any use of the information and/or advice provided by Consultant. In no event may the liability of Institut Pasteur and/or Consultant be invoked and no compensation may be claimed for consequential damages — including but not limited to loss of income, business loss, and any expenses resulting from a lawsuit filed by the Company and/or a third party — that may result from the use by the Company of advice supplied by Consultant. Neither Institut Pasteur nor Consultant shall be bound by any guarantee as to the quality, exhaustive nature and/or pertinence of the information and/or advice supplied during the Assignment, or the results thereof.

Consequently, the Company shall refrain from any legal action, including any introduction of third parties or any subrogation of a third party, in pursuing remedies against Institut Pasteur and/or Consultant for damages for harm resulting from the use by the Company of (i) advice supplied by Consultant and/or (ii) results of the Assignment.

ARTICLE 7 – CONFIDENTIALITY

The Parties shall maintain confidential all information and/or documents (i) provided by the other Party or (ii) to which access was gained through a relationship with the other Party and/or the presence of Consultant at the Company premises for purposes of the Assignment (hereinafter referred to as "**Confidential Information**").

Said undertaking of confidentiality shall not apply to Confidential Information for which the receiving Party may demonstrate in writing that:

- it was freely accessible by the public prior to being divulged by the other Party or it had become so through no fault of receiving Party,
- it had already come legally into its possession prior to the signature of the present Agreement absent any breach of obligation to maintain confidentiality,
- it had, subsequent to the execution of the present Agreement, fallen into the public domain absent any breach of obligation to maintain confidentiality,

- it had been legally acquired from a third party who was within its rights to divulge, or
- it had been ordered to divulge following a legal decision of a competent administrative, regulatory or adjudicative authority. In this case, the Party that was ordered to divulge shall take all necessary steps to best ensure the protection and confidentiality of the Confidential Information (including by opposing through all lawful means such request to divulge, and in communicating, as applicable, only that Confidential Information necessary to respond proportionately to said request), and shall immediately so inform the other Party.

Concerning Confidential Information, the Parties shall:

- refrain from publishing or communicating the Confidential Information to a third party in any form whatsoever absent the prior written consent of the other Party,
- allow access to the Confidential Information solely to those members of its staff who are directly involved in the Assignment, subject to the same obligations of confidentiality and non-use within the same scope as that set forth in the present Agreement,
- take all reasonable measures to prevent and protect against theft, copies, reproductions and all types of use, disclosure and distribution not authorized by the other Party, and
- comply with, enforce and as necessary cause to appear references to property and confidentiality on all documents and media sent to it by the other Party.

A Party shall use the Confidential Information of the other party solely for purposes of performance under the present Agreement, to the exclusion of any commercial and/or industrial use.

The present Agreement shall in no way confer on a Party any rights of any kind, save those set forth in the Agreement. As such, the Parties shall refrain from acquiring, claiming and/or using any rights (including intellectual property rights) over all or a part of the Confidential Information deriving from the other Party absent the latter's prior written consent.

All documents and formats containing Confidential Information shall be returned by the receiving Party (whether during the term of the Agreement or following its termination) upon the initial request of the other Party. Solely a copy intended to attest to the limits of the undertaking by each Party shall be retained on a confidential basis.

This confidentiality clause shall remain in force for the term of the present Agreement, plus a period of five (5) years following its termination.

ARTICLE 8 – INTELLECTUAL PROPERTY

The Assignment will not generate inventive activity likely to create value for and/or protection as intellectual property by the Company.

Each Party shall remain the sole owner of all rights (i) concerning the methods, scientific and technical knowledge, know-how and techniques (whether or not protected as intellectual or industrial property) in its possession prior to execution of the present Agreement and employed in the scope of the present Assignment, as well as those (ii) developed by each Party simultaneous to or independently of the term of the present Agreement.

The Company may use the documents specifically created for it by the Consultant in the scope of the present Agreement, regardless of format, starting from their submission by the Consultant and for a period of ten (10) years from said date, by reproduction, representation, translation or adaptation, in France and worldwide, in any format presently available or to come, by the Company or any third party selected by it. Said right to use is deemed compensated by the Company through payment of the fees referred to in Article 3 of the present Agreement.

ARTICLE 9 – REFERENCE AND TRADEMARKS

The Parties shall refrain from citing, making reference to, using or reproducing, in any way and through any format whatsoever, any designation, trademark or other distinctive sign belonging to the other Party (whether or not protected as intellectual property) without the latter's prior written consent.

ARTICLE 10 –PROTECTION OF PERSONAL DATA

« Personnal Data » means any information permitting to identify, directly or indirectly, an individual.

Where appropriate, regarding their own files containing Personnal Data, Institut Pasteur and the Company shall comply with the General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data on the free movement of such data) which shall apply from 25 May 2018 (the "GDPR"), and :

- (i) to carry out any formalities required,
- (ii) to inform people whose Personnal Data are collected about their rights,
- (iii) to take all necessary measures to ensure Personnal Data security in order to prevent them from being altered, damaged or transmitted to any unauthorised parties.

ARTICLE 11 –EFFECTIVE DATE - TERMINATION

Regardless of its date of signature, the present Agreement shall take effect on _____, corresponding to the date of initial exchanges and/or contact of Consultant (**“Effective Date”**).

The term of the Agreement is set forth in Appendix 1.4.

A Party may terminate the present Agreement in the event of failure to perform by the other Party of one or more of its contractual obligations fifteen (15) days after the date of initial presentation of a registered letter with acknowledgement of receipt putting said Party on notice to perform, yet remaining without effect.

Termination of the present Agreement shall not release the Parties from their respective contractual obligations prior to the effective termination date.

No termination of the present Agreement for any reason whatsoever shall entitle a Party to compensation.

Notwithstanding its termination for any reason whatsoever, the provisions of article 4 (second paragraph), 6, 7, 8, 9, 10, 11 (last paragraph) and 13 of the present Agreement shall remain in force for purposes of performance hereunder.

ARTICLE 12 - MISCELLANEOUS

Any letters, parcels or notices of any kind related to the present Agreement shall be deemed received as of the first presentation of a registered letter with acknowledgement of receipt addressed to the recipients at the addresses set forth in Appendix 1.5.

Any delay in invoking or failure to invoke by a Party of a total or partial breach of an obligation of the other Party shall not constitute an amendment hereto, a voidance of the relevant clause or a waiver to invoke one's rights in addition to any previous, simultaneous or subsequent breaches of the same or other clauses.

The present Agreement contains the entire agreement of the Parties concerning the Assignment. Any modification hereto shall be the subject of an amendment to this Agreement.

No Party shall be liable for a breach of its obligations under this Agreement if said breach results from a force majeure as defined by French case law. The Parties expressly agree that the following non-exhaustive list constitutes cases of force majeure: fire, state of war, flood, natural disasters, civil unrest, acts of terrorism, disruption in transportation or computer systems, illness and/or temporary or permanent incapacity of Consultant.

Any Party claiming force majeure shall so inform the other Party immediately, in writing (on paper or via electronic means) via means providing proof of receipt, and shall take, with the other Party's consent, all necessary measures to limit the consequences and enable the Assignment to be resumed as soon as possible.

In the event the force majeure persists for a period exceeding one (1) month from the date of notice of the force majeure event, either Party may terminate the present Agreement by registered letter with acknowledgement of receipt. Said termination shall take effect upon the first presentation of said notice.

ARTICLE 13 – GOVERNING LAW – DISPUTES

This Agreement is governed by French law.

In the event disputes arise under this Agreement, the Parties shall endeavour to settle their differences. In the event a dispute remains unresolved, the Paris *Tribunal de Grande Instance* shall have sole jurisdiction over the matter.

Executed in Paris in two (2) originals,

Institut Pasteur
Date of signature:
Signature:

Company
Date of signature:
Signature:

Signature of Consultant
Date of signature:
Signature:



TEMPLATE INSTITUT PASTEUR

Appendix 1 – Assignment, compensation and term of Agreement

Appendix 1.1 – Description and term of Assignment - The Assignment performed by the Consultant is in the scope of a [meeting/symposium/conference/oral presentation/vaccine journal...] [subject/theme/name of project] which shall be held on [date] from [hours] at [place, address] (hereinafter referred to as the “Meeting/Symposium/Conference/Presentation/Journal...”).

The Assignment consists of performing the following tasks:

- participating in a preparatory conference call with the employees of Company in order to organize the Meeting/Symposium/Conference/Presentation/Journal...(___ hours)

- preparing the Meeting/Symposium/Conference/Presentation/Journal consisting of [a study of the files validating vaccines, a bibliographic review of studies on the subject of ..., documentary research], for a total of ___hours (___ hours)

- supplying a [report/PowerPoint presentation] [validation of projects/studies of vaccines/ presentation of Consultant’s oral presentation...] (___ hours)

- participating [live/via conference call/via video conference] in Meeting/Symposium/Conference/Presentation/Journal (___ hours)

- presenting [report/PowerPoint] during Meeting/Symposium/Conference/Presentation/Journal (___ hours)

- participating in oral exchanges/responses to questions from public attending included in hours of participation

Total hours: ___ hours

Appendix 1.2 — Deliverables

The Assignment submission by the Consultant of a _____[report/presentation/deliverable] to Company in a format [paper in ___ copies/electronic] (___ hours)

Appendix 1.3 — Financial terms and conditions

a) **Fees** – The fees paid to Institut Pasteur, as set forth in Article 3 herein, shall be _____ EUR excluding VAT (_____euros, excluding VAT) for the entire Assignment, as set forth in Article 1.1 of Appendix 1.

b) **Payment schedule** – Payment of the fees shall be made in one payment following performance of the Assignment.

Appendix 1.4 – Term of the Agreement – The present Agreement shall take effect on the Date of Effect as set forth in Article 11 of said Agreement and terminate on [date of end of event], and at the latest upon full payment of the fees for the Assignment set forth in the Agreement.

The term of the Agreement may be extended by amendment signed by the duly authorized representatives of the Parties.

Appendix 1.5 – Contacts – The names and addresses of the persons designated to receive notice under this Agreement are:

TEMPLATE INSTITUT PASTEUR

Appendix 2 – Company Travel Policy

TEMPLATE INSTITUT PASTEUR