

COLLABORATION AGREEMENT

This collaboration agreement (the "**Agreement**") has been entered into on the date of last signature (the "**Effective Date**") between:

- (1) **Kungliga Tekniska högskolan**, a Swedish technical university with offices at Brinellvägen 8, 100 44 Stockholm, Sweden ("**KTH**");
- (2) **Karolinska Institutet**, a Swedish medical university with offices at Solnavägen 1, 171 77 Stockholm ("**KI**"); and
- (3) Region Stockholm, represented by **Karolinska University Hospital**, a Swedish university hospital with offices at 171 76 Stockholm ("**K**"), U2020-9143

referred to below individually as a "**Party**" and jointly as "**Parties**".

WHEREAS, the Parties have on 12 September 2017 entered into an agreement (the "**Main Agreement**") regulating the establishment of MedTechLabs ("**MTL**"), a centre with the purpose of generating new knowledge and research within medical technology as well as distributing and implementing existing knowledge (the "**Purpose**");

WHEREAS, Section 7 of the Main Agreement stipulates that MTL initially will be operating out of premises of Karolinska University Hospital BioClinicum; and

WHEREAS, this Agreement records the terms and conditions for MTLs' use of the premises for the Purpose and the conditions related thereto;

NOW THEREFORE, in consideration of the mutual representations and covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1 DEFINITIONS

The following defined terms are used in this Agreement.

"Confidential Information"

Any nonpublic information including but not limited to business plans or practices, financial or technical matters, trade secrets, designs, know-how, inventions, operations and marketing information disclosed or provided by a Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**"), on or after the Effective Date, up until the expiration or termination of this Agreement, whether orally, in writing, in electronic form, or in any other form, and any copy of the foregoing provided that any information disclosed orally or in any other intangible form shall be stated to be confidential at the time of disclosure and reduced in writing by the Disclosing Party within thirty (30) days of such disclosure.

"Designated User"

A Party to this Agreement designated from time to time by the Planning Committee as the primary and responsible user of the Lab.

“Lab”

The specific premises of Karolinska University Hospital BioClinicum dedicated to use by MTL, as further detailed in Lab Description and Terms of Use, attached hereto as **Schedule 2**.

“Planning Committee”

The group of representatives from the Parties, further detailed in Section 3.

2 UNDERTAKINGS AND RESPONSIBILITIES OF THE PARTIES

- 2.1 The Parties undertake to carry out the collaboration in good faith and in accordance with any applicable laws and regulations.
- 2.2 The Parties agree that operational costs of the Lab, such as rental costs, will be distributed between the Parties in accordance with the Lab Budget, the first iteration of which is to be prepared by the Planning Committee (as further detailed in Section 3) and attached hereto as **Schedule 1**. Should this Agreement be terminated, the Parties shall in good faith negotiate to fairly resolve any outstanding budget issues.
- 2.3 A Party shall take reasonable care to ensure that any information provided to another Party under this Agreement is correct. In the event a Party discovers or is informed that it has provided incorrect information, such Party shall, at its own expense, immediately rectify this error and provide the correct information to the other Party.
- 2.4 Each Party shall ensure that the terms of this Agreement are also binding on its employees, consultants and equivalent persons, wherever this is required in order to give such terms full legal effect.

3 MANAGEMENT

3.1 Planning Committee Role and Composition

- 3.1.1 For practical planning and overall governance of the Lab for MTL use, including coordination of related administrative matters and drafting the schedules to this Agreement, there shall be a Planning Committee.
- 3.1.2 The Planning Committee will consist of two (2) members from each Party, appointed by the MTL Steering Group (*sw: Styrgruppen*), as well as the MTL Director (*sw: Föreståndaren*). The Planning Committee shall appoint one chairperson, which shall be one of the two K members.
- 3.1.3 The term for each appointed member shall be four (4) years. No remuneration or other fees shall be paid to participating members.

3.2 Meetings

- 3.2.1 The chairperson shall lead the Planning Committee's work by summoning members to meetings and by fulfilling any other task entrusted to them under this Agreement.
- 3.2.2 A written summons to meetings shall be sent out to members along with an agenda at least one (1) week prior to the meeting taking place.
- 3.2.3 At each meeting, written minutes shall be kept, detailing decisions made. Minutes are to be signed by whomever is keeping the minutes, along with the chairperson.

Minutes shall be numbered and appropriately safeguarded in accordance with applicable laws and regulations.

- 3.2.4 Each Party shall carry its own costs in connection with Planning Committee meetings.

3.3 Planning Committee Decision Making and Scope

- 3.3.1 The Planning Committee can formally make a decision if at least half of the Planning Committee is present. When taking presence, no member subject to a conflict of interest shall be considered present.
- 3.3.2 Each member is given a vote. Planning Committee decisions shall be unanimous.
- 3.3.3 Any item not passing a unanimous vote shall be escalated to the next MTL Steering Group meeting, if so requested by at least one (1) member.
- 3.3.4 The Planning Committee may where appropriate or required, always taking into consideration the best interests of all Parties, make practical decisions concerning the use of the Lab. The Planning Committee shall:
- Appoint Designated Users,
 - Decide on the distribution of costs between the Parties under this Agreement by means of amending the Lab Budget, which shall not in and of itself require formal amendment of this Agreement,
 - In the event of pending termination of this Agreement, immediately prepare an action plan for the winding-down of operations. The plan shall be formulated to in good faith mitigate costs for all Parties and shall without undue delay be presented the Steering Group for approval, along with information on any other consequence of relevance that the termination may cause.
 - Exclusively where appropriate in relation to applicable laws and regulations as well as internal Party guidelines and policies, decide on branding and the display of third party logotypes inside and in connection with the Lab.
- 3.3.5 The scope of work for the Planning Committee is limited to actions and decisions which do not come into conflict with applicable laws and regulations, the Purpose, decisions by the MTL Steering Group or the core activities (*sv: kärnverksamhet*) of any Party.
- 3.3.6 For the avoidance of doubt, the Planning Committee shall not be allowed to execute contracts or enter into other legally binding agreements on behalf of a Party hereto. The Planning Committee may however participate in the coordination of work and resources relating to contract negotiations with third parties, such as industry partners, where appropriate and where such aid is welcomed by the Party or Parties involved.

4 K RIGHTS AND OBLIGATIONS

- 4.1 The Parties acknowledge K as owner of the Lab and the surrounding property. The Parties further acknowledge K's responsibility to provide certain health care services in the immediate vicinity of the Lab. In consideration thereof, K shall at any time have a unilateral

right to, with immediate effect, revoke any access and rights of use concerning the Lab and the surrounding property, to the extent that it can be reasonably shown to be needed for matters of patient safety, security or other significant reasons, including but not limited to a material breach of this Agreement. In such event, K shall immediately inform the other Parties and provide information if and when access and right of use can be granted anew.

- 4.2 K acknowledge that any revocation of access and rights of use may have severe adverse effects on another Party, such as in relation to a Party's contractual obligations to a third party. It is therefore agreed that unless urgent, a revocation of access and rights of use should first be processed as a decision by the Planning Committee or, if appropriate, the Steering Group.

5 DESIGNATED USER

- 5.1 The Lab shall at all times have an appointed Designated User. If no Designated User is appointed, K itself shall *mutatis mutandis* be considered as such. If the intended use envisions the active involvement of K in a material way, K shall be named Designated User.
- 5.2 The Designated User shall be appointed for a finite amount of time, that may be extended by a separate Planning Committee decision ("**Use Period**"). The appointment shall detail for which project or specific use the Lab may be used. The Designated User is obligated to act only within the scope set by the Planning Committee decision.
- 5.3 Access to the Lab shall only be granted the Designated User. Another Party or a third party shall be allowed to accompany the Designated User in the Lab provided only that (i) the Planning Committee is expressly informed and has so allowed, (ii) that it is done under the Designated User's supervision and responsibility and (iii) the Designated User ensures that any necessary and appropriate agreements with such Party or third party are first executed, including but not limited to agreements detailing obligations of confidentiality and liability. Notwithstanding anything to the contrary contained herein, K shall be allowed to at any times, including during Use Periods, grant any third party access to the Lab where this is required for scheduled maintenance or similar operational tasks, provided such access does not come in material conflict with the Designated User's use of the Lab.
- 5.4 During the Use Period, the Designated User shall at all times comply with the the Lab Description and Terms of Use, the first iteration of which is to be prepared by the Planning Committee (as further detailed in Section 3) and attached hereto as **Schedule 2**. Where applicable and required to give this Agreement full legal effect, the Designated User shall cause the Lab Description and Terms of Use to be binding upon its employees and any other person in its care or under its responsibility, that may access the Lab during the Use Period.

6 CONFIDENTIALITY

- 6.1 During work under this Agreement, specifically the work of the Planning Committee, the Parties may come in contact with each other's' Confidential Information. From the moment of receipt and for a period of five (5) years thereafter, the Receiving Party shall treat all Confidential Information of Disclosing Party as confidential and shall take reasonable care to ensure that it is treated with at least the same degree of caution as the Receiving Party's own Confidential Information.
- 6.2 Receiving Party shall ensure Confidential Information is only disclosed to those individuals who need Confidential Information to perform their work, services or activities in relation to this Agreement or the Purpose. The Receiving Party shall also ensure that these individuals are bound by confidentiality undertakings, which are equivalent or more strict than those set

forth in this Agreement, and take such other measures as may reasonably be required to ensure that Confidential Information is not disclosed to unauthorised third parties.

- 6.3 Written information or other documentation which contains or constitutes Confidential Information shall be returned to the Disclosing Party upon request unless otherwise provided for by law.
- 6.4 Notwithstanding the above, the Receiving Party may disclose Confidential Information to a third party if:
- the information was already demonstrably held by the Recipient Party before the commencement of the Project or had been produced by the Recipient Party independently of the Project;
 - the information was received from an independent third party without being subject to any restrictions concerning disclosure;
 - the information entered the public domain other than as a result of a breach of this Agreement;
 - the information may be disclosed to a third party according to the written consent of the Disclosing Party; or
 - there is a duty to disclose Confidential Information pursuant to law or a court or administrative order.

7 LIABILITY

- 7.1 Neither Party shall be liable to the other for any special, consequential, incidental, punitive, or indirect damages arising from or relating to any breach of this Agreement, regardless of any notice of the possibility of such damages. The total liability of one Party to the other for direct damages under this Agreement shall be limited to five hundred thousand kronor (SEK 500 000). Notwithstanding the aforementioned, if the liability concerns either KTH or KI and is covered by the general liability insurance (sw: *verksamhetsförsäkring*) administrated through the Legal, Financial and Administrative Services Agency (sw: *Kammarkollegiet*), the total liability to another Party for direct damages shall instead be limited to, as applicable, either KTH or KI's maximum cap, as set out in its certificate of insurance for the year in question.
- 7.2 Notwithstanding anything to the contrary contained herein, no stated limitation of liability shall apply in case of damage caused by a wilful act or gross negligence.

8 TERM OF THE AGREEMENT AND TERMINATION

- 8.1 This Agreement shall enter into force on the Effective Date and shall remain in force up until the termination or expiration of the Main Agreement, at which time the Agreement shall terminate automatically without prior notice. Sections of this Agreement shall however survive the termination or expiry of the Agreement in so far as this is required to give full legal effect to the Agreement.
- 8.2 Each Party may at any time prematurely terminate this Agreement if (i) another Party materially breaches the terms of this Agreement and does not rectify its breach within thirty (30) days of having received notice of such breach from the non defaulting Party, or (ii) the other Party ceases, discontinues or indefinitely suspends its activities related to Project, or the other Party voluntarily or involuntarily files for bankruptcy.
- 8.3 Each Party may at any time prematurely terminate this Agreement by providing the other Parties twelve (12) months prior written notice.

- 8.4 Up and until the termination of this Agreement, including notice periods, each Party shall remain bound by the obligations contained herein and the Parties shall always in good faith collaborate and act to mitigate any costs associated with the winding-down of operations.

9 REPRESENTATION AND USE OF NAMES, LOGOS AND TRADEMARKS

- 9.1 The Parties shall not be entitled to act or to make legally binding declarations on behalf of each other. Nor shall this Agreement be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity.
- 9.2 Nothing in this Agreement shall be construed as conferring rights to use in advertising, publicity or otherwise the name of the Parties or any of their logos or trademarks without their prior written approval.

10 NOTICES

- 10.1 Notices which are required to be provided pursuant to this Agreement must be in writing and delivered to the following contact persons or such other contact person that has been notified to the other Party in writing. Notices may be delivered personally, by e-mail or by fax, but must always be sent with a certificate of receipt.

To KTH

For the attention of: Johan Schuber
Mail address: Kungliga Tekniska Högskolan
Brinellvägen 8
100 44 Stockholm
Sweden
E-mail address: jschuber@kth.se

To KI

For the attention of: Lena Lewin
Mail address: Karolinska Institutet
Solnavägen 1
171 77 Solna
E-mail address: lena.lewin@ki.se

To K

For the attention of: Patrik Puhony
Karolinska Universitetssjukhuset
Karolinska Vägen 22,
171 64 Solna
E-mail address: patrik.puhony@sll.se

11 ENTIRE AGREEMENT

- 11.1 The Agreement together with its appendices shall constitute the entire agreement of the Parties in respect of all matters to which the Agreement relates. All previous written and oral promises and undertakings shall be superseded by the provisions of the foregoing contractual documents. In the event of any discrepancy between the provisions of the Agreement and the appendices, the former shall take precedence.

12 AMENDMENTS AND SUPPLEMENTS

- 12.1 In order to be valid, amendments and supplements to this Agreement must be in writing and signed by authorised representatives of the Parties. For the avoidance of doubt, the Planning Committee may decide on amendments to the Lab Budget without the need for a formal amendment of this Agreement.

13 SEVERABILITY

- 13.1 In the event any provision of the Agreement or part thereof is held to be invalid, this shall not mean that the Agreement as a whole is invalid; instead, a reasonable adjustment shall be made to the Agreement to the extent the invalid provision has a material effect on the Parties' rights and obligations and performance under the Agreement.

14 ASSIGNMENT

- 14.1 No Party may assign or license its rights or obligations under this Agreement to any third party without the written consent of the other Party.

15 DISPUTES

- 15.1 This Agreement shall be governed by and construed in accordance with Swedish law.
- 15.2 Any dispute arising out of or in connection with this Agreement, which cannot be resolved amicably, shall be settled by the competent courts of Sweden with the district court of Stockholm as the court of first instance.
- 15.3 Any dispute arising out of or in connection with this Agreement which exclusively concern KI and KTH and cannot be resolved amicably at an operational level, shall be escalated to negotiations at president level at each respective university. In the event of failure to reach an agreement even at the aforementioned level, the dispute shall be further escalated to the Swedish government.

16 SIGNATURES

- 16.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. The Parties may execute this Agreement by means of facsimile transmission or electronic mail and the Parties agree that receipt of such executed counterparts shall be binding on such Parties and shall be construed as originals.

KUNGLIGA TEKNISKA HÖGSKOLAN



Sigbritt Karlsson

President

KTH Royal Institute of Technology

Date:

KAROLINSKA INSTITUTET



Ole Petter Ottersen

President

Karolinska Institutet

Date: 24/1/20

KAROLINSKA UNIVERSITY HOSPITAL

 7/12-2020

Björn Zöega

Sjukhusdirektör

Karolinska Universitetssjukhuset

Date: