

COLLABORATION AGREEMENT

BETWEEN

Forschungszentrum Jülich GmbH

represented by its Board of Directors
for INM-4, INM-5, IKP
Wilhelm-Johnen-Straße
52428 Jülich
GERMANY

- hereinafter referred to as "JÜLICH" -

AND

RWTH Aachen University (KdöR)

Ausführende Stelle: III. Physikalisches Institut
Vertreten durch den Rektor
Templergraben 55
52062 Aachen

- hereinafter referred to as "RWTH" -

AND

Universitätsklinikum Köln

Ausführende Stelle:
Institut für Radiochemie und Experimentelle Molekulare Bildgebung (IREMB)
Kerpener Str. 62
50937 Köln

- hereinafter referred to as "UKK" -

AND

Georgian Technical University (GTU)

Kostava Street 77

0175 Tbilisi

Georgia

- hereinafter referred to as "GTU" -

AND

Ivane Javakhishvili Tbilisi State University (TSU)

1 Chavchavadze Avenue

0179 Tbilisi

Georgia

- hereinafter referred to as "TSU" -

AND

Kutaisi International University (KIU)

Youth Avenue, 5/7

4600 Kutaisi

Georgia

- hereinafter referred to as "KIU" -

all together hereinafter referred to as "Partners" –

CONCERNING

**„Health as a global Challenge / Contributions of the extended Georgien-German
Science Bridge: GGSB-PLUS “**

“GGSB-PLUS”

GERMAN FEDERAL MINISTRY OF EDUCATION AND RESEARCH

FUNDING REFERENCE: 01DK23011

PREAMBLE

The Partners intend to cooperate in the joint project "GGBS-PLUS" (referred to hereinafter as the "Project").

This project is dedicated to the topic of "Health as a Global Challenge" and describes possibilities and goals that the applicants are striving for in order to bridge national borders in terms of resources and knowledge. The common basis for this project is the current "Georgian-German Science Bridge" (GGSB), which will be expanded to form GGSB- PLUS within the framework of this project.

Through joint research projects, training, and technology and knowledge transfer, the applicants aim to significantly contribute to improving health care for Georgia while also positively contributing to the research and training landscape in Germany and beyond.

Specifically, the GGSB is to be expanded by the addition of the SMART I Biomedical Imaging_Lab, which will focus on joint research projects in the field of imaging diagnostics, the development/establishment of infrastructure, and bidirectional knowledge transfer. It is anticipated that the collaboration and resulting research will further support the perception of Germany as a reliable partner in education and research, making it an even more attractive destination for students from abroad. Georgia will benefit from new partnerships, excellent student training and joint work on an ambitious project. The innovative power resulting from this project, which will benefit both Germany and Georgia, will translate into increased knowledge for society through advances in medical imaging.

The Project is funded by the German Federal Ministry of Education and Research (BMBF, JÜLICH).

The Partners, in the context of the collaboration, want to ensure a well-balanced sharing among them of the rights and duties relating to the use and exploitation of know-how and results.

That said, the Partners enter into the following Cooperation Agreement (referred to hereinafter as the "Contract").

DEFINITIONS

"Confidential Information" = communications in oral, written, digital or any other form and samples of materials and equipment provided, which are directly or indirectly passed on to another Partner or third party within the meaning of the Contract in the course of the collaboration under this Contract, provided that they have been marked as confidential. Oral information must be marked as confidential in writing within 21 days of its disclosure.

"Background" = all pre-existing technical knowledge and technical knowledge arising outside the Project including but not limited to the respective Inventions, Protective Rights, applications for Protective Rights, know-how and works protected by copyright which are made available by a Partner to the other Partners during and for the purposes of the implementation of the Project. This Background is named in the Annex C "Background" of this Agreement.

"Work program" = the part of the Project carried-out by the Partners pursuant to the Project under this Agreement, as listed in Annex A "Project Description" hereto.

“Results” = all technical knowledge of the Partners arising from the implementation of the Project, including but not limited to respective Inventions, Protective Rights, applications for Protective Rights, know-how, works protected by copyright, design right, design drawings, trademark, service mark, copyright, documentation, semiconductor topography right.

“Joint Results” = Results made within the scope of this Contract in which two or more Partners have a share according to the contributions made by their employees, organ members or freelance staff.

“Inventions” = patentable Work Results (e.g. patentable Work Results, Work Results apt for utility model protection, topographies and related Protective Rights).

“Protective Rights” = protective rights applications filed or granted for Inventions.

“Publication” = disclosure of technical or scientific information relating to the Work Program and Results, including lectures and papers at workshops or conferences.

1 ***SUBJECT MATTER OF THE CONTRACT***

- 1.1** This Contract regulates the implementation of the joint project and its development objective, including the tasks and the fields of activity and time schedule according to the project description (Annex A) as well as the collaboration of the Partners in this Project. In particular, the Contract contains provisions for the scientific and technical coordination of the interrelated tasks of the Partners, their implementation and all accompanying necessary support measures as well as rights to Results and rights of use. This does not only concern the execution of the research and development work, but also the common use of facilities and tools, the exchange of experiences and Results as well as the personal collaboration.
- 1.2** The scope of the work to be carried out by the Partners is described in the project description of the joint project attached as Annex A. If necessary, the project description will be updated jointly by the Partners in accordance with the progress of the research and development by an amendment.
- 1.3** Within the Project a SMART | Biomedical Imaging Lab will be set up by FZJ, GTU, TSU and KIU in Georgia. For this purpose, FZJ will hire a manager who will be seconded to Georgia. FZJ keeps the executive prerogative regarding this manager during the secondment in Georgia.
- 1.4** Conclusion of the Contract is subject to the provisions of DLR (funding agency of JÜLICH). The content and scope of performance to be provided by the Partners as well as the relevant schedule shall depend on the Project Description (Annex A) as well as on the overall work plan and schedule contained in the relevant notice of funding from DLR received by JÜLICH (Annex B).

2 ***EXECUTION OF THE WORK***

- 2.1** The Partners undertake to carry out the work described in project description and to cooperate to the best of their knowledge and ability.

- 2.2** The Partners shall provide each other promptly and in due time with all Information necessary for the performance of the Work program, provided that such Information is free and available.
- 2.3** The Partners will convene project meetings at least every six months at which all Partners will present the progress of the project and the respective Results available.
- 2.4** None of the Partners is authorized to represent the other Partner in legal transactions or to make legally binding declarations on behalf of the other Partners. Furthermore, this agreement shall not establish a joint venture or any other form of cooperation under company law. In their external representation, the Partners appear only under their own legal personality.
- 2.5** The project coordinator for the Project is JÜLICH ("Coordinator").
- 2.6** The main task of the Coordinator is to coordinate the work of the individual Partners in terms of content and schedule. Should any deviations from the overall work plan and schedule occur, the Coordinator shall bring them to the attention of the Partners and the Partners to their National Funding Agencies at the earliest possible opportunity and propose measures to overcome the difficulties which have emerged.
- 2.7** Each Partner shall immediately notify the Coordinator of any circumstances which, due to operational, technical, economic or factual reasons, may have a lasting negative impact on the successful conclusion of a part or on the whole of the Project. This also applies to adherence to the schedule.
- 2.8** Each Partner shall appoint a contact person (sub-project leader) responsible for the work of the Partner (with address, telephone number, telefax and e-mail). The Coordinator and all Partners shall be notified immediately of any change in sub-project leader.
- 2.9** The Coordinator shall prepare the working meetings necessary for the implementation of the project, invite the Partners to these meetings with an appropriate notice period of usually four weeks, prepare the agenda, chair the working meetings and take responsibility for the preparation and dispatch of the minutes of the meetings.
- 2.10** The Coordinator shall be responsible for collecting the reports from all the Partners following a review of the content and summary assessment as well as for creating reports on the overall Project in accordance with the funding guidelines contained in the notice of funding. The Coordinator shall forward the reports to the project management agency (DLR). To this end, the reports from all Partners must be submitted to the project coordinator at least 4 weeks prior to the date stated in the funding notices for submission to the project management agency (DLR).
- 2.11** The Partners undertake to allow third parties not falling within the scope of this collaboration to participate in the subject matter of the Contract only after they

have assumed the obligations of the respective Partner under this Contract mutatis mutandis and, above all, have ensured the direct transfer of the rights to the results to the respective Partners and the corresponding observance of confidentiality obligations towards the other Partners. The inclusion of third parties requires the written consent of the other Partners, unless the third party is already named in the project description.

3 COSTS

Each Partner shall bear its own costs incurred in executing this Contract.

4 CONFIDENTIALITY

4.1 A Partner which receives Confidential Information (the "Recipient") from another Partner (the "Discloser") undertakes that the said Confidential Information:

- will be protected, kept strictly confidential, and be treated with the same degree of care and protection that it provides for its own confidential information of equal importance, which in any case shall not be less than a strict duty of care;
- will be disclosed internally only to those of its employees on a need to know basis if such disclosure is strictly necessary for the execution of the Project.
- will not be used, in whole or in part, for any purpose other than the execution of the Project without the prior written consent of the Discloser;
- will not be disclosed, directly or indirectly, or be susceptible to being disclosed to any third persons;
- will not be copied, reproduced or duplicated in whole or in part unless such copies, reproductions or duplicates have been specifically authorised in writing by the Discloser (in particular by means of so-called "reverse engineering").

4.2 Each Partner shall provide the other Partners with its Confidential Information to the extent that it is authorized to do so and that it considers necessary for pursuing the objectives described in the Project.

4.3 No provision of this Contract shall be construed as requiring a Partner to disclose its Confidential Information to another Partner other than that which is necessary for the execution of the Project.

4.4 All Confidential Information and reproductions thereof disclosed by a Partner to another shall remain the property of the Discloser, subject to third Partners' rights, and shall be returned to the Discloser immediately upon its request.

4.5 The Recipient shall not have any obligation and shall not be subject to any restriction with regard to Confidential Information in respect of which it can provide proof that:

- it was in the public domain prior to being disclosed or entered into the public domain thereafter, but in the latter case in the absence of any fault which can be attributed to the Recipient;
- the Recipient had prior knowledge thereof, such knowledge being demonstrated by relevant documentary evidence from its records;
- it was received from a third Partner legally authorised to disclose it without restrictions or violation of the provisions herein;
- it was published without contravening the provisions herein;
- its use or disclosure was authorised in writing by the Discloser;
- it was developed by the Recipient independently of any Confidential Information received from the Discloser;
- its disclosure has been required by the application of a legal or regulatory provision or within a judicial, administrative or arbitration procedure. In such a case, the disclosure of Confidential Information must be limited to what is strictly necessary. The Recipient undertakes to immediately inform the Discloser prior to any such disclosure in order that the Discloser may take appropriate measures with a view to preserving the confidential character of the Confidential Information.

4.6 The Partners expressly agree that the disclosure of Confidential Information to each other under the Contract shall not in any circumstances be construed as an express or implied grant to the Recipient of any right (by virtue of a licence or by any other means) in the content, inventions or discoveries to which this Confidential Information relates. This also applies to copyright and other rights attached to literary or artistic intellectual property, trademarks and trade secrets.

5 PUBLICATIONS

5.1 Each Partner may publish its own Results.

5.2 Any Publications by either Partner on the other Partner's Results require the latter's prior written consent. Consent may only be refused for good cause; it is deemed to be given unless the Partner has objected within one (1) month from the written inquiry. In all other respects, the Partners shall reach agreement concerning Publications.

5.3 Publications should refer to the Partners' collaboration and, at either Partner's request, should name said Partner's staff members involved in deriving the Results.

5.4 Concerning doctoral or postdoctoral theses that cover (joint) Results of the other Partner(s), the respective other Partner(s) shall respect the legal obligations and legitimate interests of the doctoral or postdoctoral student or of the Partner supervising the latter, respectively. In the mutual agreement on publication, the other Partner(s) therefore acknowledge(s) that doctoral or postdoctoral theses

prepared within the framework of the project must be published within a specified period. The Partners involved must provide initial feedback regarding the publication within one (1) month of the intended publication. The examination for thesis of researchers participating in the Project; such examination, organized in compliance with university regulation, shall ensure the respect of the confidentiality obligations herein in article 4.

6 RESULTS

- 6.1** Either Partner shall own the Results that it generates alone, without any contribution of the other Partner(s).
- 6.2** The Partners shall inform each other of their patent applications without delay.
- 6.3** If the Partners jointly produce Results (Joint Results), the Partners shall have joint ownership of such Results, corresponding to their invention and performance share in such Results.
- 6.4** The Partners shall jointly seek patent protection for patentable Joint Inventions. The Partners shall form a community of part owners (*Bruchteilsgemeinschaft*). Subject to the limitations set out in paragraph 7.5, each Partner is free to dispose of its share. The disposal of the joint patent in full requires consent of all part owners. The costs shall be borne by the Partners according to their shares in Joint Invention unless agreed otherwise.
- 6.5** Inasmuch as a Partner is not interested in obtaining or maintaining a Protective Right pertaining to Results, the Partner shall offer their rights to the other Partners for transfer, inasmuch as the Partner is legally and actually able to do so. In case this Protective Right would pertain to a Joint Invention said offer will at first only be directed at the jointly entitled Partner(s). In case none of the jointly entitled Partners accept the offer and acquire the share within 3 months of receipt of the offer, the offer will be extended to all Partners for the duration of another 3 months. In any case the transfer of rights shall be regulated in a separate agreement at standard market terms. Such an offer is to be made early enough to enable the other Partner(s) to take any action required for safeguarding such rights within given statutory periods, especially within the 12-month period to be observed for applications for Protective Rights claiming priorities. The rejection of an offer of transfer is deemed to constitute consent with the abandonment of the Protective Right.

7 RIGHTS OF USE TO THE RESULTS

- 7.1** To the extent required for the implementation of the Project, the Partners mutually grant to each other for performance and the duration of the Project a non-exclusive, non-sublicensable and non-transferable right to use the Results and the Background free of charge.

- 7.2** Each owning Partner shall grant to a Partner upon written request for purposes outside of the Project or for the time after the termination of the Contract and against payment of a compensation usual in the market, non-exclusive, non-transferable and non-sublicensable rights to use its Results and, if and to the extent this is essential to enable the requesting Partner to use its own Results, the Background made available by it. Such written request may be made up to twelve months after the end of the Project. After the end of twelve months period any grant of rights to use its Results shall be at the absolute discretion of the owning Partner.
- 7.3** After the termination of the Project the Partners mutually grant to each other for non-commercial research and teaching activities a non-exclusive, non-sublicensable and non-transferable right to use the Results free of charge.
- 7.4** Sublicensing of Joint Results by one Partner requires the prior written consent of the other Partner. Such consent may not be withheld unreasonably.
- 7.5** If a Partner uses Joint Results for its own commercial purposes, it shall pay the other Partner a fee in the amount of a license fee at market conditions for the use of the Partner's share. This granting requires the conclusion of a separate agreement and taking into account the Union Framework for State Aid for Research, Development and Innovation (2022/C 414/01).

8 *LIABILITY, WARRANTY*

- 8.1** The Partners will not be able to make claims for compensation against one another, unless they are based on wilful intent or gross negligence. The liability for gross negligence is limited to direct damage. Indirect damage such as lost profit, contractual penalties incurred and damage to the legal interests and rights of third parties is not covered by the liability for gross negligence. In the case of gross negligence, the liability of the non-funding Partner is further limited to the maximum amount in total equal to the full costs of the respective non-funding Partner and the liability of JÜLICH to the funding amount received by JÜLICH.
- 8.2** The Partners will not assume any mutual warranty that Background, Results, documents and items made available in executing the Contract are correct, useful and complete and can be used without infringing third party rights. However, either Partner shall inform the other Partner about conflicting third party rights as soon as they obtain such knowledge.
- 8.3** Liability for the breach of obligations whose fulfilment is essential for the proper execution of the contract (cardinal obligations) remains unaffected. Liability in the event of a breach of cardinal obligations in the case of slightly negligent breaches of duty shall be limited in amount to the foreseeable damage typical of the contract at the time of conclusion of the contract.
- 8.4** The aforementioned provisions also apply to claims for damages in tort and the Partners' liability for their employees, officers, executive bodies, representatives and vicarious agents or other persons engaged by them in the fulfilment of their obligations and to their personal liability.

8.5 The aforementioned limitations of liability do not apply in the case of personal injury and other cases of mandatory liability prescribed by law.

8.6 In the event of third-party claims, the Partners shall be liable internally in accordance with their share of fault.

9 *VALIDITY AND TERMINATION*

9.1 The contract becomes effective retroactively as of 01.08.2023 by the last signatory. The anticipated duration (grant period) covers the period from 01.08.2023 to 31.07.2025 and ends with the submission and acceptance of the final reports by the project management agency (DLR).

9.2 The provisions of Items 4, 5, 6, 7 and 8 shall be effective beyond the termination of this Contract.

9.3 The confidentiality obligation of Item 4 ends 3 years after termination of this Contract.

10 *JURISDICTION/CHOICE OF LAW*

10.1 This Contract shall be subject exclusively to the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods and excluding the conflict of laws rules of private international law.

10.2 The Partners shall endeavour to settle their disputes amicably.

10.3 All disputes arising out of or in connection with this Contract or its validity, which cannot be solved amicably, shall be finally settled in accordance with the Arbitration Rules of the German Arbitration Institute (DIS) without recourse to the ordinary courts of law. The seat of the arbitration shall be Jülich, Germany. The language of the arbitration shall be English. The committee should consist of at least three arbitrators, at least one of whom must be qualified as a German judge. The jurisdictions of the courts of law shall not be affected for measures of temporary relief.

11 *MISCELLANEOUS*

11.1 No Partner shall transfer any of its tasks according to the work program to third parties, either in whole or in part, without the other Partner's prior written consent. A third party is also a company affiliated with a Partner and a company in which a Partner is involved.

11.2 Each Partner is entitled to terminate this contract for good cause. In particular, legal succession to another partner shall constitute good cause.

- 11.3** Any modifications and amendments to this Contract are only effective if they are agreed in writing. This applies to an amendment of this clause too.
- 11.4** Should any provision of this Contract be ineffective or void, this shall not affect the validity of the remaining contractual provisions. Such invalid provision should rather be replaced by a valid provision which most closely reflects the purpose and intent of the invalid provision.
- 11.5** The rights of the National Funding Agencies and the terms and conditions of the notices of funding shall remain unaffected by this Contract and shall take precedence over the Contract.
- 11.6** This agreement does not establish a corporate relationship between the Partners. No Partner is authorized to assume obligations with effect for an individual or all other Partners without their prior express written consent.
- 11.7** The Partners comply with the applicable national and international export control regulations, in particular obtain the necessary export licenses from the competent authorities and observe export bans based on embargo regulations.
- The Partners undertake to provide all information and documentation absolutely necessary for the export or transfer of a Partner. A Partner shall not be in breach of this Agreement if it is prevented in whole or in part from fulfilling its obligations under this Agreement due to delays caused by export controls or licensing procedures, provided that the Partner has used its best efforts to fulfill its obligations under this Agreement and has applied for the necessary licenses in a proper and timely manner. Each party shall comply with the applicable provisions of national and international (re-)export control law when passing on its services (including technical support of any kind) under this agreement to third parties - including affiliated companies - in Germany and abroad.

Annexes:

Annex A – Project description - inclusion by reference

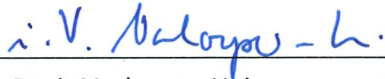
Annex B – notice of funding from DLR received by JÜLICH dated July 19th, 2023 - inclusion by reference

Annex C - Background

Signatures follow on separate pages

Forschungszentrum Jülich GmbH

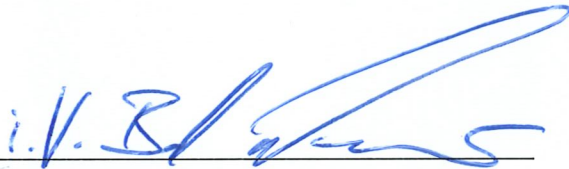
Jülich, 14. Dec. 2023



i.V. Doris Vorloeper-Heinz
Head of Contract Management
External Funding Management



i.V. Univ.-Prof. Dr. Dr. h.c. N. J. Shah
Director of the Institute of Neurosciences and Medicine
Medical Imaging Physics (INM-4)



i.V. Prof. Dr. Bernd Neumaier
Director of the Institute of Neurosciences and Medicine
Nuclear Chemistry (INM-5)



i.V. Prof. Dr. Ira Assent
Director of the Institute for Advanced Simulation
Data Analytics and Machine Learning (IAS-8)



i.V. Dr. Ralf Gebel
Director of Nuclear Physics Institute
Large Scale Nuclear Physics Equipment (IKP-4)

RWTH Aachen University (KdÖR)


**RWTH AACHEN
UNIVERSITY**
Der Rektor
der Rheinisch-Westfälischen
Technischen Hochschule Aachen

Für den Rektor
Der Kanzler
Im Auftrag

Ralf Drefz
Abteilung 4.2 - Drittmittelmanagement

Universitätsklinikum Köln

Köln, den 15.1.24



(Damian Grüttner)
Kaufmännischer Direktor

Read and taken notice without acknowledging any legal obligation („zur Kenntnis genommen“):



(Univ.-Prof. Dr. Bernd Neumaier)
sub-project leader UKK


Georgian Technical University

Tbilisi

Date:



David Gurgeridze
Rector of the Georgian Technical University

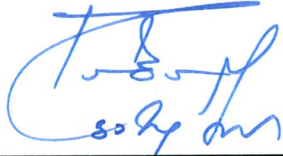


Karlo Kopaliani
Chancellor of the Georgian Technical University

Ivane Javakishvili Tbilisi State University

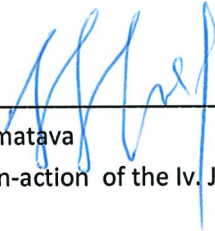
Tbilisi

Date:



Jaba Samushia

Rector of the Iv. Javakishvili Tbilisi State University



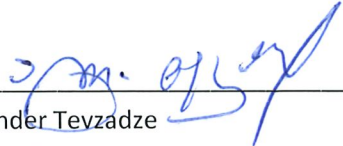
George Shamatava

Chancellor-in-action of the Iv. Javakishvili Tbilisi State University

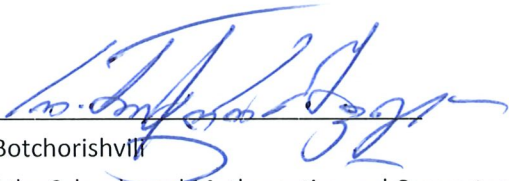
Kutaisi International University

Kutaisi

Date:



Alexander Tevzadze
Rector of Kutaisi International University



Ramaz Botchorishvili
Head of the Schools and Mathematics and Computer Science

Annex C: Background

1.

JÜLICH

No data, know-how or information of JÜLICH is needed by another Party for implementation of the Project or Exploitation of that other Party's Results.

This represents the status at the time of signature of this Contract.

2. RWTH

No data, know-how or information of RWTH is needed by another Party for implementation of the Project or Exploitation of that other Party's Results.

This represents the status at the time of signature of this Contract.

3. UKK

No data, know-how or information of UKK is needed by another Party for implementation of the Project or Exploitation of that other Party's Results.

This represents the status at the time of signature of this Contract.

4. GTU

No data, know-how or information of GTU is needed by another Party for implementation of the Project or Exploitation of that other Party's Results.

This represents the status at the time of signature of this Contract.

5. TSU

No data, know-how or information of TSU is needed by another Party for implementation of the Project or Exploitation of that other Party's Results.

This represents the status at the time of signature of this Contract.

6. KIU

No data, know-how or information of KIU is needed by another Party for implementation of the Project or Exploitation of that other Party's Results.

This represents the status at the time of signature of this Contract.