

**BETWEEN:**

**Katholieke Universiteit Leuven**, for the purposes of this agreement represented by KU LEUVEN RESEARCH & DEVELOPMENT, with offices at Waaistraat 6, 3000 Leuven, Belgium, and represented by Prof. Dr. ir. K. Debackere, Managing Director and Mr. P. Van Dun, General Manager, acting on request of Professor Joris Vermeesch and Professor Thierry Voet of the Centre of Human Genetics of KU Leuven,

**Hereinafter called "KU LEUVEN R&D";**

**AND:**

With headquarters in:

and represented by:

, Title:

**Hereinafter called "LICENSEE";**

**IT IS PRELIMINARILY STATED THAT:**

WHEREAS the Board of Directors of the Katholieke Universiteit Leuven has given power of attorney to KU LEUVEN R&D for concluding and managing technology transfer contracts between the university and third parties;

WHEREAS KU LEUVEN R&D, and more particularly the research groups of Professor Joris Vermeesch and Professor Thierry Voet of the Center of Human Genetics, and Professor Yves Moreau and Professor Jan Aerts of the Department of Electrical Engineering have developed a web application related to haplarithmisis as described in Annex II;

WHEREAS, LICENSEE is interested in acquiring, and KU LEUVEN R&D is willing to grant, a non-exclusive license on the Web Application, to use the Web Application for academic internal non-commercial research purposes.

## **THEREFORE IT IS CONVENED THAT:**

### **1. Definitions.**

1.1. "Web Application" shall mean the HiVA web application as made available to LICENSEE on <http://hiva.esat.kuleuven.be/> after signature of this Agreement and as described in Annex II.

1.2. "Confidential Information" shall mean the information disclosed by a Party ("Disclosing Party") to the other Party ("Receiving Party") for the purposes of this Agreement, which is (i) disclosed in tangible form and marked "Confidential" or "Proprietary" or similarly marked by the Disclosing Party before disclosure to the Receiving Party; or (ii) disclosed in intangible form such as electronically, orally or by visual inspection, identified as confidential at the time of disclosure and summarized in writing by the Disclosing Party within thirty (30) days of disclosure; or (iii) obviously confidential in nature.

1.3. "Field" shall mean human genome haplarithmisis research.

1.4. "Agreement" shall mean this agreement together with all its annexes.

### **2. License**

2.1. Within the Field, subject to all terms and conditions of this Agreement, KU LEUVEN R&D hereby grants LICENSEE a non-exclusive, non-transferable license to use the Web Application at its premises for internal academic non-commercial research purposes only.

2.2. LICENSEE shall not sublicense any of its rights to the Web Application. This license does not comprise the right provide services with the Web Application to third parties. The grant of this license does not include the right to offer for sale and sell or otherwise distribute the Web Application, directly or through third parties. The grant of this license does not include the right to provide services or to perform contract research using the Web Application for the benefit of third parties or to generate revenue for LICENSEE.

2.3. KU LEUVEN R&D retains the right to the Web Application. KU LEUVEN may modify, create, update or remove the content at any time and without notice.

2.4. Nothing in this Agreement shall preclude the KU LEUVEN R&D from entering into agreements with third parties concerning the Web Application.

2.5. LICENSEE agrees to use the Web Application adequately, according to the possibilities and purposes for which it is intended to avoid in any case: a) incurring unlawful activities, illegal or contrary to good faith and public order; b) causing damage to the physical and logical systems of KU LEUVEN R&D, its suppliers or third parties; introducing or spreading computer viruses or any other hardware or software capable of causing the aforementioned damage; c) attempting to access the source code.

### **3. Ownership**

3.1. The Web Application is copyrighted and covered by patent applications and KU LEUVEN R&D retains all title and ownership to the Web Application. By using the Web Application, LICENSEE does not acquire any intellectual property right to the Web Application or any part thereof, nor do you acquire any license or other rights under any patents, patent applications, trade secrets or other proprietary rights of KU LEUVEN R&D, except as expressly granted herein.

## **4. Delivery & Support**

4.1. KU LEUVEN R&D will provide LICENSEE with a login and password which allows LICENSEE to use the Web Application. LICENSEE agrees to provide true, accurate, lawful, current and complete information about its identity as requested in the Web Application. After this Agreement has been signed by both Parties, KU LEUVEN R&D will send said information by email to the address specified in Annex I.

4.2. No support with regard to the Web Application is provided by KU LEUVEN R&D under this Agreement.

## **5. Publication**

5.1. If utilization of the Web Application results in outcomes which will be published by LICENSEE, LICENSEE shall acknowledge KU LEUVEN R&D as the provider of the Web Application and shall include a reference to the original haplarithmisis article (<http://dx.doi.org/10.1016/j.ajhg.2015.04.011>).

## **6. Feedback**

6.1. LICENSEE shall provide KU LEUVEN R&D with feedback on the use of the Web Application in its academic research. KU LEUVEN R&D is permitted to use any information provided by you for the purposes of making changes to the Web Application or for further research purposes. All reports shall be sent to the application helpdesk of the Web Application.

## **7. Financial Arrangements**

7.1. The license is provided without fee.

## **8. Confidentiality**

8.1. Confidential Information shall not be distributed, disclosed, or disseminated in any way or form by Receiving Party, except to its own employees who have a reasonable need to know the Confidential Information for the purposes of this Agreement and who shall be bound by confidentiality obligations at least as stringent as the one provided for in this Agreement. Receiving Party agrees for a period of five (5) years following receipt of the Confidential Information, to keep confidential all Confidential Information of Disclosing Party.

8.2. The above obligations of confidentiality shall not apply to any information, which the Receiving Party can prove: (a) is or becomes part of the public domain, through no breach of this Agreement by Receiving Party; (b) was in Receiving Party's possession prior to receipt from Disclosing Party; (c) is received by Receiving Party from a third party free to disclose such information; (d) is subsequently independently developed by Receiving Party, without use of Disclosing Party's Confidential Information; or (e) is approved for release by prior written authorization of the Disclosing Party. The above obligations of confidentiality shall furthermore not apply to information to the extent such information is required to be disclosed by operation of law or by court or administrative order. The Receiving Party will furnish prompt and prior written notice of such requirement to the Disclosing Party and will cooperate with the Disclosing Party in contesting a disclosure.

## **9. Warranty & Liability**

9.1. The Web Application is experimental in nature and is the result of academic research. Health related information changes frequently and therefore information contained in the Web Application may be outdated, incomplete or incorrect.

The Web Application is not intended to be used and may not be used as a substitute for medical advice, diagnosis, prevention, monitoring or treatment of any health condition or problem.

When using the Web Application LICENSEE agrees that the Web Application is supplied by KU LEUVEN R&D for non-commercial purposes within the scope of LICENSEE's academic research activities and only within the field of Genetics. LICENSEE acknowledges and agrees that the Web Application has neither been validated nor released for clinical use. LICENSEE hereby explicitly agree that the results of the Web Application cannot be used for clinical interpretation or physician services.

9.2. The Web Application is provided "as is" by the KU LEUVEN R&D without warranty of any kind, whether express or implied. The KU LEUVEN R&D specifically disclaims the implied warranties of merchantability and fitness for a particular purpose, or that the use of the Web Application will not infringe any patents, copyrights or trademarks or other rights of third parties. The entire risk as to the quality and performance of the Web Application is borne by LICENSEE.

9.3. KU LEUVEN R&D shall not be liable for any loss or any direct, indirect, special, incidental, liquidated or consequential damages or other liability incurred by you in connection with the Web Application licensed by KU LEUVEN R&D under this Agreement or arising out of any performance of this Agreement, whether such damages are based on contract, tort or any other legal theory (including but not limited to damages to third parties, loss of profits or loss of contracts). KU LEUVEN R&D's total liability to you shall in no case exceed the amount of 10.000 EUR.

9.4. Notwithstanding the foregoing, the liability of KU LEUVEN shall not be limited to the extent that such limitation is not permitted by law or to the extent that damages are caused by wilful misconduct of KU LEUVEN.

9.5. LICENSEE will indemnify and hold harmless KU LEUVEN R&D, its directors, officers, employees and agents from and against all liability, losses, damages and expenses (including attorney's fees and costs) arising out of any claims, demands, actions or other proceedings made or instituted by any third party against any of them and arising out of or relating to any breach of this Agreement by LICENSEE, or any use or disclosure of the Web Application by LICENSEE, unless such claims or liability result from KU LEUVEN R&D's willful misconduct.

## **10. Personal data**

10.1. Any information or data provided by LICENSEE in the Web Application shall be anonymous and shall not contain any personal data (e.g. medical data). In the event LICENSEE is explicitly permitted by KU LEUVEN R&D to enter identifiable personal data, such data shall be provided for the purposes of this Agreement only and LICENSEE shall remain responsible for such data as the data controller. In particular, LICENSEE shall be responsible to obtain the prior written consent of the data subject in accordance with applicable data protection law. KU LEUVEN R&D shall only process such data for the purposes of this Agreement and shall keep such data confidential.

10.2. KU LEUVEN R&D shall limit access to any personal data to the staff strictly necessary for the performance, management and monitoring of the Web Application or the Agreement and shall process personal data in accordance with applicable data protection law.

## **11. Term**

11.1. This Agreement is effective from signature date of this Agreement for as long as KU LEUVEN R&D keeps the Web Application online or until your prior written request.

11.2. Either Party may terminate this Agreement forthwith by giving a written notice of termination to the other Parties:

- if any of the other Parties becomes insolvent or a petition in bankruptcy or for corporate reorganization or for any similar relief is filed against that other Party; or
- if any of the other Parties transfers all or substantially all of its business or assets to a third Party including, without limitation, by a merger or consolidation; or
- if any of the other Parties breaches any provision of this Agreement and fails to cure such breach within thirty (10) days after receipt of notice of such breach from any of the non-breaching Parties.

11.3. No Party shall on termination of this Agreement be relieved of its obligations accrued hereunder prior to the date of such termination nor shall any such termination affect any rights of a Party accrued prior to the date of termination. The obligation of the parties contained in paragraph 3, 8, 9, and 13 hereof, including, without limitation will survive the end of the Agreement.

11.4. Upon termination of this Agreement LICENSEE shall promptly cease using the Web Application.

## **12. Miscellaneous**

12.1. Any notice authorised or required to be given by either Party under this Agreement shall be in writing and shall be deemed to be duly given if left at or sent by registered post or facsimile transmission addressed to:

|                   | <b>KU LEUVEN R&amp;D:</b>  | <b>ESAT - STADIUS</b>   |
|-------------------|--|---|
| <b>Address:</b>   | KU LEUVEN R&D<br>Waaistraat 6 bus 5105<br>3000 Leuven<br>Belgium | Kasteelpark Arenberg 10<br>box 2446<br>3001 Leuven<br>Belgium |
| <b>Attention:</b> | General Manager  | HiVA System Administrator                                     |
| <b>Heading:</b>   | Notice regarding HiVA web application                            |   |

12.2. Neither Party shall assign this Agreement wholly or partially to any third party without the prior written consent of the other Party.

12.3. Each Party warrants to have full authority to enter into this Agreement and each Party warrants that its signatory/signatories to this Agreement has/have the power of attorney to represent such Party for the purposes of this Agreement. Any modifications or supplements to this Agreement shall be in writing and duly signed by the Parties hereto to become legally binding.

12.4. The terms and conditions herein contained constitute the entire agreement between the Parties and supersede all previous agreements and understandings, whether oral or written, between the Parties hereto with respect to the subject matter hereof.

12.4. Should any (part of a) provision of this Agreement become invalid, illegal or unenforceable, it shall not affect the validity of the remaining (part of the) provision(s) of this Agreement. In such a case, the Parties concerned shall be entitled to request that a valid and practicable provision be negotiated which fulfils the purpose of the original provision and the intent of the Parties.

### **13. Governing Law and Dispute Resolution**

All disputes between the Parties in connection to this Agreement shall first be discussed in good faith between the Parties in order to try to find an amicable solution. If no solution can be found to settle the dispute within forty-five (45) days after giving notice of the dispute to the other Party, then the dispute may be submitted to the exclusive jurisdiction of the courts of Belgium. This Agreement shall be governed by and construed in accordance with the laws of Belgium, excluding its conflict of law provisions.

Made in Leuven, in two originals, each of the Parties receiving one original.

#### **SIGNED BY:**

Date:

Date:

Institution name:

**KU LEUVEN R&D**

Authorized Person for Signature, Title

Prof. Dr. ir. K. Debackere  
Managing Director

Paul Van Dun  
General Manager

**Acknowledged by:**

Prof. Joris Vermeesch

## ANNEX I

### **Description of the Web Application:**

HiVA (Haplarithmisis inference of Variant Alleles) is an interactive web platform for genome haplarithmisis of DNA samples derived from a large number of cells down to a single cell. HiVA automatically reconstructs parental haplarithms (i.e. haplarithmisis profiles indicating both haplotype and copy number states) and provides a user-friendly interface for scrutinizing allelic imbalances across the genome. HiVA is an ensemble of different computational and visualization modules and is currently available for research in genome analysis of human and bovine.