

Research Study Submission Agreement

Institut Straumann AG, a Swiss stock company with a principal place of business at Peter Merian-Weg 12, CH-4002 Basel, Switzerland (“Straumann”), and the individual or entity named on the signature page of this Agreement (“Submitting Party”) have entered this Agreement as of the date set forth on the signature page.

1. Introduction

- 1.1 This Agreement governs the submission of certain ideas, information, concepts, protocols, technical drawings, and other information related to a proposed research study concept (collectively, the “Submitting Party Information”) by the Submitting Party to Straumann. Straumann or its affiliates (collectively, with Straumann, the “Straumann Entities”) will evaluate the Submitting Party Information to assess the possibility of entering a study agreement between the Submitting Party and Straumann. By signing this Agreement, Straumann does not commit to entering into any study agreement with Submitting Party. Submitting Party expressly acknowledges that any study that may arise out of the Submitting Party Information shall be subject to the terms of a separate, written study agreement to be negotiated between the parties.
- 1.2 Submitting Party acknowledges and agrees that the Straumann Entities are receiving and reviewing Submitting Party Information at Submitting Party’s request, and Submitting Party hereby grants to the Straumann Entities any and all rights, licenses, and privileges that may be necessary or appropriate to permit the Straumann Entities to evaluate the Submitting Party Information to assess potential research study opportunities between the Submitting Party and Straumann.

2. Submitting Party Information

- 2.1 Submitting Party expressly acknowledges and agrees that the term “Submitting Party Information,” as it is used in this Agreement, does not include ideas, information, concepts, protocols, technical drawings, or other information that: (i) is or are generally known outside of Submitting Party, (ii) Straumann can demonstrate was or were already known to the Straumann Entities immediately prior to the delivery of the Submitting Party Information to Straumann, (iii) is not or are not owned exclusively by Submitting Party, and (iv) is or are obvious to someone knowledgeable in the field of implant dentistry or dental tissue regeneration.
- 2.2 Submitting Party agrees that the Straumann Entities shall have no obligation to Submitting Party, whether contractual or otherwise, with respect to information that is not Submitting Party Information, and Submitting Party hereby releases the Straumann Entities, individually and jointly, from any and all claims, whether in law or equity or otherwise, related to any such information.
- 2.3 Submitting Party understands and agrees that the Submitting Party Information may be similar or identical to existing information that the Straumann Entities possess or have independently developed (the “Straumann Information”), and that the Straumann Entities shall have no liability to Submitting Party with respect to any such Straumann Information. Straumann’s acceptance of information from Submitting Party does not constitute an admission or acknowledgment by the Straumann Entities that such information constitutes Submitting Party Information under this Agreement.

3. Other Acknowledgments and Agreements

- 3.1 Submitting Party represents and warrants that it has the right to provide the Submitting Party Information to the Straumann Entities, and it is the owner of all right title and interest in and to the Submitting Party Information. Submitting Party acknowledges that this Agreement does not grant or convey to Submitting Party any right, title, or interest in any intellectual property of the Straumann Entities.
- 3.2 This Agreement is the entire agreement between the parties with respect to the subject matter hereof. This Agreement may not be modified except in a writing manually signed by each of the parties.
- 3.3 This Agreement shall expire one year from the effective date.
- 3.4 This Agreement and all disputes including those concerning any statute of limitations, set-off claims, tort claims and interest claims, shall be governed by the laws of Switzerland, excluding its conflict of laws rules.
- 3.5 All disputes arising out of or in connection with this Agreement shall be exclusively resolved by the ordinary courts at BASEL-STADT.
- 3.6 This Agreement may be executed by facsimile signature page. This Agreement may be executed in one or more counterparts each of which together shall constitute one original. This agreement may be executed on behalf of Institut Straumann AG by an authorized representative of a Straumann affiliate entity such as Straumann USA, LLC. This Agreement will not be binding upon either party unless and until both parties (or an authorized representative for each party) shall have signed the Agreement.

In consideration of the promises contained herein, the parties have executed this Research Study Submission Agreement effective as of the date set forth below.

Clinical Research Department
Straumann USA, LLC
60 Minuteman Road
Andover, MA 01810

 Signature

 Name

 Title

 Date

Submitting party

 Signature

 Name

 Title

 Institution name

 Address

 Date



