

Standard Research Agreement

Between

.....

(hereinafter “Investigator”)

And

.....

(hereinafter “Research Center”)

And

Borderline Personality Research Foundation (hereinafter “BPDRF”)

1.Scope of Research.

During the term of this Agreement, the Investigator shall use its best efforts to conduct the research, treatment and other activities set forth in the proposal attached hereto as Exhibit A (the “Project”). Notwithstanding the foregoing, the Investigator makes no warranties or representations regarding its ability to achieve, nor shall it be bound hereby to accomplish, any particular research objective or results.

2.Personnel

The project shall be performed by and under the supervision and direction of a principal investigator (PI) as described in Exhibit A. He or she shall be designated the principal investigator, together with such additional personnel as may be assigned by the Research Center. If the PI ceases to be an employee of the Research Center, then BPDRF, the Investigator and the Research Center shall mutually determine another employee of the Research Center to become PI.

It is understood that the Investigator and the personnel performing the Project hereunder may be or become involved in other activities and projects, which entail commitments to other sponsors. The Investigator will use its best efforts to avoid conflicts with the terms of this Agreement; however, it is agreed that unless provided to the contrary herein, this Agreement is subject to the Investigator’s prior commitments to such other sponsors.

3.Policies/Procedures and Responsibility/Liability

The project conducted hereunder shall be performed in accordance with established policies and procedures of the Research Center, including, but not limited to, policies and procedures applicable to research involving human subjects, laboratory animals, and hazardous agents and materials. In particular the Research Center is fully liable vis-à-vis the patients involved in their research.

The Investigator and the Research Center are solely responsible for the design and implementation of any clinical treatment, trials and protocols and have full responsibility for any and all liability arising therefrom. The liability for ethical conduct of the research lies exclusively with the investigator. The Research center assures BPDRF that the necessary protocols and safeguards for the protection of patients, who participate in the Project are in place.

BPDRF waives any responsibility and liability having no input at all in the research project. Investigator and Research Center agree to indemnify, defend and hold BPDRF harmless from and against any loss, claim damage or liability of any kind.

The Investigator and the Research Center shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by a reason beyond the Investigator's control, or by reason of any of the following; labor disturbances or disputes of any kind, accidents, failure of any required governmental approval, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, material shortages, disease, or similar occurrences.

#### 4. Annual Report.

No later than 2 months after the end of a funding year shall the Investigator provide BPDRF with a detailed report satisfactory to BPDRF on the activities and accomplishments of the Investigator in achieving the purposes of the Project in the year then ending. Payments may be deferred or withheld entirely if BPDRF determines that the Investigator has not made satisfactory progress in accomplishing the purpose of the Project. BPDRF publishes the annual progress reports on its website.

#### 5. Additional Reports.

The Investigator shall furnish to BPDRF during the term of this Agreement such additional reports regarding expenditure of funds and the progress of the Project as BPDRF may reasonably request from time to time. A final report setting forth the significant research findings shall be prepared by the Investigator and submitted to BPDRF within a reasonable period following the expiration of the term of this Agreement or the effective date of early termination.

#### 6. Publication

The Investigator reserves on behalf of the principal investigator and other Investigator employees and/or students, the right to disseminate information or to publish any material resulting from the Project without need for approval by BPDRF. The Investigator shall use its best efforts to provide BPDRF with a copy of any proposed publication 45 days in advance of the proposed publication date. BPDRF may request the delay of such proposed publication for a brief period, not to exceed 45 days, in order to protect the potential patentability of any invention described therein. BPDRF at its election shall be

entitled to receive in any such publication and acknowledgement of its sponsorship of the Research.

### 7. Proprietary Information

Subject to the following exceptions all proprietary information of BPDRF disclosed by it to the Investigator in connection with the Project hereunder and identified in writing by BPDRF as proprietary will be treated by the Investigator as confidential throughout the term hereof. The Investigator will use reasonable efforts to safeguard the confidentiality of such proprietary information furnished by BPDRF hereunder, and will identify such restriction to its employees, students and associates assigned to the Project, unless the following applies;

- a) Information that is now in the public domain or subsequently enters the public domain through no fault of the Investigator;
- b) Information that is presently known or becomes known to the Investigator from its own independent sources;
- c) Information that the Investigator receives from any third party not under any obligation to keep such information confidential;
- d) Information that is required to be disclosed by law;
- e) Information that is developed independently by the Investigator by persons who had no direct or indirect access to the information.

### 8. Patents and Intellectual Property.

The Investigator and BPDRF shall jointly and equally own any invention, patentable material design or process, copyright, proprietary information or right, industrial or trade secret rights, rights of exploitation, or any other intellectual property rights in and to any information, material documentation, process, a matter or thing first conceived or discovered in or resulting from the performance of the project (the "Intellectual Property"). Except as provided in section 7 above, the Investigator and BPDRF shall jointly and mutually determine all questions relating to the exploitation, licensing, sale or other disposition of the Intellectual Property and shall put in place mutual satisfactory arrangements to share on an equal basis all net proceeds resulting from any such exploitation, licensing, sale or other disposition.

The Investigator shall take all steps necessary to ensure that all work done under this Agreement by its employees and (to the extent permitted by law) its consultants and contractors, shall be properly documented and acknowledged as work done for hire, and shall otherwise obtain assignments of intellectual property rights from all those performing work hereunder.

The Investigator shall promptly disclose to BPDRF in writing any invention material or process which the Investigator reasonably determines may be patentable and which is first conceived or discovered in or resulting from the performance of the Project.

Title to any equipment purchased or manufactured in the performance of the work funded under this Agreement shall vest in the Investigator.

#### 9. Term and Termination

This Agreement shall be effective as of July 1, 2003, through ..... unless extended in writing.

If either party materially breaches any material warranty, term or condition of this Agreement, including non-payment, and fails to remedy such material breach within thirty (30) days after receipt of notice in writing of such material breach from the other party, the other party at its option, and in addition to any other remedies that the other party may have in law or in equity, may terminate this Agreement by sending written notice of termination to the party in breach in accordance with this Article. Termination for material breaches will be effective from date of receipt of the notice and do not affect any other rights under this Agreement.

The provisions hereof relating to rights in patents and intellectual property and ownership of property under paragraphs 9 and 10 shall survive any termination of this Agreement.

#### 10. Notices.

Any notices given under this Agreement shall be in writing and shall be deemed delivered when sent by first-class mail, postage prepaid, address to the parties as follows (or at such other addresses as the parties may notify each other in writing).

Investigator:

Research Center:

BPDRF:

#### 11. Variuos Provisions

Neither party shall employ or use the name of the other party in any promotional materials or advertising without the prior express written permission of the other party.

The Investigator and Research Center for all purposes related to this Agreement, shall be deemed an independent contractor of BPDRS, and nothing in this Agreement shall be deemed to create a relationship of employment or agency or to constitute the parties as partner or joint venture.

Neither the Investigator nor BPDRF shall assign this Agreement to any other person without the prior written consent of the other, and any purported assignment without such consent shall be void.

In the event that a court of competent jurisdiction holds any provision of this Agreement to be invalid, such holding shall have no effect on the remaining provisions of this Agreement, and they shall continue in full force and effect.

The Information Sharing Rules 2003 as published on BPDRF's website form an integral part of this agreement. This Agreement and the Exhibits hereto contain the entire agreement between the parties. No amendments or modifications to this Agreement shall be effective unless made in writing and signed by authorized representatives of both parties.

#### 12. Governing Law and Arbitration.

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. In cases of disputes the rules of the American Arbitration Association apply with the seat of the arbitration tribunal in the City of New York.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers or representatives.