## A COOPERATIVE RESEARCH AND DEVELOPMENT AGREEMENT

between

Sanofi Pasteur S.A. 2 Avenue Pont Pasteur 69007 Lyon, France (Cooperator)

and

Walter Reed Army Institute of Research 503 Robert Grant Avenue Silver Spring, MD 20910-7500 (Laboratory)

# Article 1. Background

- 1.00 This Agreement is entered into under the authority of the Federal Technology Transfer Act of 1986, 15 U.S.C. 3710a, et seq., between the Cooperator and the Laboratory, the Parties to this Agreement.
- 1.01 Laboratory, on behalf of the U.S. Government, and Cooperator desire to cooperate in research and development on Zika Vaccine Project according to the attached Scope of Work (SOW) described in Appendix A.



1.03 Cooperator hereby enters this Agreement on behalf of Cooperator and its Affiliates. Cooperator ensures that its Affiliates are bound to the same terms to which Cooperator is bound herein. NOW, THEREFORE, the Parties agree as follows:

## Article 2. Definitions

- 2.00 The following terms are defined for this Agreement as follows:
- 2.01 "Affiliate" means any corporation or other business entity controlled by, controlling, or under common control with Cooperator at any time during the term of the Agreement. For this purpose, "control" means direct or indirect beneficial ownership of at least fifty percent (50%) of the voting stock or at least fifty percent (50%) interest in the income of the corporation or other business entity.
- 2.02 "Agreement" means this cooperative research and development agreement ("CRADA") including the Appendices referenced herein and attached hereto.
- 2.03 "Background IP" means any data, results, information, know-how or materials and all rights, title and interest in intellectual property rights thereon, including patents and patent applications, generated by the Parties independent of the other prior to the Effective Date of this Agreement and that is not a Subject Invention first actually reduced to practice under this Agreement. No license or rights to Background IP are conferred by this Agreement, with the exception of any license or rights expressly stipulated within this Agreement.
- 2.04 "Invention" means any invention or discovery that is or may be patentable or otherwise protected under Title 35 of the United States Code, or any novel variety of plant which is or may be protectable under the Plant Variety Protection Act, 7 U.S.C. §§ 2321 et seq.
- 2.05 "Made" when used in conjunction with any Invention means the conception or first actual reduction to practice of such Invention.
- 2.06 "Proprietary Information / Confidential Information" means information marked with a proprietary legend which embodies trade secrets developed at private expense or which is confidential business or financial information, provided that such information:
- (i) is not generally known, or which becomes generally known or available during the period of this Agreement from other sources without obligations concerning their confidentiality;
- (ii) has not been made available by the owners to others without obligation concerning its confidentiality;
- (iii) is not already available to the receiving Party without obligation concerning its confidentiality; or
  - (iv) is not independently developed by or on behalf of the receiving Party, without

reliance on the information received hereunder.

- 2.07 "Nonpublic Information" means information that federal employees, or contractors employed by the parties, gain by reason of Federal employment or federal contracts and that they know or reasonably should know has not been made available to the general public. It includes information that they know or reasonably should know:
- (i) is routinely exempt from disclosure under <u>5 U.S.C. 552</u> or otherwise protected from disclosure by statute, Executive order or regulation;
  - (ii) is designated as confidential by an agency; or
- (iii) has not actually been disseminated to the general public and is not authorized to be made available to the public on request.
- 2.08 "Subject Data" means all recorded information first produced in the performance of this Agreement.
- 2.09 "Subject Invention" means any Invention Made as a consequence of, or in relation to, the performance of work under this Agreement.

# Article 3. Research Scope and Administration

- 3.00 Statement of Work. Research performed under this Agreement shall be performed in accordance with the SOW incorporated as a part of this Agreement at Appendix A. It is agreed that any descriptions, statements, or specifications in the SOW shall be interpreted as goals and objectives of the services to be provided under this Agreement and not requirements or warranties. Laboratory and Cooperator will endeavor to achieve the goals and objectives of such services; however, each Party acknowledges that such goals and objectives, or any anticipated schedule of performance, may not be achieved.
- 3.01 <u>Review of Work</u>. Periodic conferences shall be held between the Parties for the purpose of reviewing the progress of work. It is understood that the nature of this research is such that completion within the period of performance specified, or within the limits of financial support allocated, cannot be guaranteed. Accordingly, all research will be performed in good faith.
- 3.02 <u>Principal Investigator</u>. Any work required by the Laboratory under the SOW will be performed under the supervision of COL (b) (6) , Director, Military HIV Research Program, phone: (b) (6) , e-mail: (b) (6) who, as coprincipal investigator has responsibility for the scientific and technical conduct of this project on behalf of the Laboratory. Any work required by the Cooperator under the SOW will be performed under the supervision of (b) (6) , Associate Vice President, Segment

Head-Early Development Projects R&D Global Projects, phone (b) (6) , e-mail: (b) (6) , who, as co-principal investigator has responsibility for the scientific and technical conduct of this project on behalf of the Cooperator.

- 3.03 <u>Collaboration Changes</u>. If at any time the co-principal investigators determine that the research data dictates a substantial change in the direction of the work, the Parties shall make a good faith effort to agree on any necessary change to the SOW and make the change by written notice to the address listed in Article 13.05 Notices.
- 3.04 <u>Final Report</u>. The Parties shall prepare a final report of the results of this project within six months after completing the SOW.

# Article 4. Ownership and Use of Physical Property

- 4.1 Ownership of Materials or Equipment. All materials or equipment developed or acquired under this Agreement by the Parties shall be the property of the Party which developed or acquired the property, except that government equipment provided by Laboratory (1) which through mixed funding or mixed development must be integrated into a larger system, or (2) which though normal use at the termination of the Agreement has a salvage value that is less than the return shipping costs, shall become the property of Cooperator.
- 4.2 <u>Use of Provided Materials</u>. Both Parties agree that any materials relating to them which were provided by one Party to the other Party will be used solely for research purposes set forth in Appendix A and for no other purpose. The materials shall not be sold, offered for sale, used for commercial purposes, or be furnished to any other Party (except for Cooperator employees, agents, contractors or Affiliates or Laboratory employees or contractors for the purpose of performing the research set forth in Appendix A) without advance written approval from the other Party's official signing this Agreement or from another official to whom the authority has been delegated, and any use or furnishing of material shall be subject to the restrictions and obligations imposed by this Agreement.

## Article 5. Financial Obligation

- 5.00 <u>Funding</u>. The Parties shall each be individually responsible for funding its own respective researchers throughout this Agreement, including laboratory facilities, salaries, overhead and indirect costs, etc. Each Party may determine at its own discretion, the amount of resources, personnel, materials or funds it will devote to the work under this Agreement.
- 5.01 Expenses. The Parties shall each be individually responsible for expenses incurred by their respective researchers. However, it is contemplated and understood that Cooperator support may include travel and other travel related expenses incurred by Laboratory and its employees and contractors. Such support may be direct reimbursement or in-kind (e.g. Cooperator purchases airline tickets or pays for the hotel or meals directly). Any such reimbursement shall be made in accordance with the applicable Cooperator policies that are in

place at the time of the requested reimbursement. Neither Party shall be liable or obligated to any third party contractual agreement undertaken by the other Party.

# Article 6. Patent Rights

- 6.00 Reporting. The Parties shall promptly report to each other all Subject Inventions reported to either Party by its employees, agents, contractors or Affiliates. All Subject Inventions Made during the performance of this Agreement shall be listed in the Final Report required by this Agreement.
- 6.01 <u>Cooperator Employee Inventions</u>. Cooperator and/or one of its Affiliates shall have sole ownership of and title to any Subject Inventions Made solely by Cooperator employees, agents, contractors or Affiliates ("Cooperator Subject Inventions"). Cooperator shall have the right but not the obligation to file patent applications on Cooperator's Subject Invention at its own expense. With respect to Cooperator Subject Inventions, Cooperator agrees to grant and hereby grants to the U.S. Government a non-exclusive, nontransferable, irrevocable, paid-up license to practice or have practiced such Collaborator Subject Inventions (b) (4)

throughout the world by, or on behalf of the U.S. Government. For the avoidance of doubt it is recognized and understood that any such license would not extend to any inventions that were made by Cooperator and / or its Affiliates outside the scope of this Agreement or which do not involve or emanate from any nonpublic information or Proprietary Information / Confidential Information of Laboratory. The nonexclusive license shall be evidenced by a confirmatory license agreement prepared by Cooperator in a form satisfactory to Laboratory.

- 6.02 <u>Laboratory Employee Inventions</u>. Laboratory shall have the initial option to retain title to, and file patent application on, each Subject Invention Made by its employees ("Laboratory Subject Inventions"). Laboratory shall have the right but not the obligation to file patent applications on Laboratory Subject Inventions at its own expense.
- 6.03 <u>Joint Inventions</u>. Any Subject Invention patentable under U.S. patent law which is Made jointly by Laboratory employees and Cooperator employees, agents, contractors or Affiliates under the Scope of Work of this Agreement shall be jointly owned by the Parties. The Parties shall discuss together in good faith a filing strategy and filing expenses related to the filing of the patent covering the Subject Invention. If a Party decides not to retain its ownership rights to a jointly owned Subject Invention, it shall offer to assign such rights to the other Party, pursuant to Paragraph 6.05, below.
- 6.04 Government Contractor Inventions. In accordance with 37 Code of Federal Regulations 401.14, if one of Laboratory's contractors conceives an invention while performing services at Laboratory to fulfill Laboratory's obligations under this Agreement, Laboratory shall require the contractor, pursuant to the terms of its contract, to either (1) negotiate a separate agreement with Cooperator regarding allocation of rights to any Subject Invention that Contractor makes, solely or jointly, under this Agreement (the separate agreement (i.e., between

the Cooperator and the contractor) shall be negotiated prior to the contractor undertaking work under this Agreement) or (2) agree to grant the Cooperator and/or its Affiliates an option for a license in contractor's inventions of the same scope and terms set forth in this Agreement for inventions made by Laboratory employees.

6.05 Filing of Patent Applications. The Party having the right to retain title to, and file patent applications on, a specific Subject Invention may elect not to file patent applications, provided it so advises the other Party within 90 days from the date it reports the Subject Invention to the other Party. Solely with respect to Subject Inventions Made solely by Laboratory or jointly by the Parties, if a Party elects not to file patent applications, the other Party may elect to file patent applications on the Subject Invention Made solely by Laboratory or jointly by the Parties and the Party electing not to file patent applications on such Subject Invention agrees to assign its ownership interest in the Subject Invention to the other Party or, if applicable, one of its Affiliates.

6.06 Patent Expenses. The expenses attendant to the filing and prosecution of patent applications relating to Cooperator Subject Inventions and Laboratory Subject Inventions shall be borne by the Party filing the patent application. Patent expenses relating to Joint Inventions shall be determined as set out in Article 6.03. Each Party shall provide the other Party with copies of the patent applications it files on any Subject Invention along with the power to inspect and make copies of all documents retained in the official patent application files by the applicable patent office. The Parties agree to reasonably cooperate with each other in the preparation, filing and prosecution of patent applications resulting from this Agreement.

#### Article 7. Licenses

7.00 Grant. The Laboratory agrees to grant to the Cooperator and its Affiliates, at the election of Cooperator, an exclusive or non-exclusive license in each patent application, and patents issued thereon, covering a Subject Invention Made solely by Laboratory or the Laboratory's rights in a Subject Invention Made jointly by the Parties, subject to the reservation by the U.S. Government of a non-exclusive, nontransferable, irrevocable, paid-up license to practice and have practiced the Subject Invention on behalf of the United States. The Laboratory agrees to negotiate licensing agreements under section 207 of Title 35 for other inventions made or other intellectual property developed at the laboratory and other inventions or other intellectual property that may be voluntarily assigned to the Government.

7.01 <u>License Terms</u>. The Cooperator shall elect or decline to exercise its right to acquire an exclusive or non-exclusive license to any Subject Invention within six months of being informed by the Laboratory of the Subject Invention or within six months of the date of filing a patent application directed to Subject Invention, whichever is earlier. The terms of license shall be negotiated promptly in good faith and in conformance with the laws of the United States.

#### Article 8. Background IP

8.00 <u>Laboratory Background IP</u>: Laboratory has filed patent application(s), or is the owner or assignee of issued patent(s), listed below which contain(s) claims and/or discloses inventions that are related to research contemplated under this Agreement (collectively, "Laboratory Background IP"). No license(s) to this/these patent application(s) or inventions set forth therein, or issued patents is/are granted under this Agreement (other than the research license set forth in Article 8.02); and this/these application(s) and inventions set forth therein, and any non-provisional patent applications and foreign patent applications claiming benefit thereto, any continuations, continuation-in-part, reissue, or divisional patent applications, and any patents issued thereto are specifically excluded from the definitions of "Subject Invention" contained in this Agreement:

U.S. Provisional Patent Application Serial No.: 62/343,315

Filed: 31 May 2016

Title: Zika Virus Vaccine and Methods of Production

Inventors: (b) (6)

8.01 Cooperator Background IP: Cooperator has filed patent application(s), or is the owner of the pre-existing intellectual property or is the assignee of issued patent(s), listed below which are related to research contemplated under this Agreement (collectively, "Cooperator Background IP"). No license(s) to this Cooperator Background IP is/are granted under this Agreement (other than the research license set forth in Article 8.02), and this Cooperator Background IP is specifically excluded from the definitions of "Subject Invention" contained in this Agreement:

(b) (4)

8.02 Research License. Both Parties are hereby granted a research license to use the Background IP set forth in this Article 8, or Proprietary Information / Confidential Information of the other Party or Nonpublic Information solely for the purpose of performing the activities under this Agreement. The Parties shall stop using any Proprietary Information / Confidential Information or Nonpublic Information of the other Party, including in particular the Background IP of the other Party, once this Agreement has either expired or been terminated. Any further grant of any rights would be the subject of a separate license agreement between the Parties.

# Article 9. Subject Data and Proprietary Information

9.00 <u>Subject Data Ownership</u>. Subject Data shall be jointly owned by the Parties, and the Laboratory may provide appropriate protections thereto in accordance with 15 USC 3710a(c)(7)(A) and (B). Either Party, upon request of the other Party, shall have the right to

review and to request delivery of all Subject Data, and delivery shall be made to the requesting Party within two weeks of the request, except to the extent that such Subject Data are subject to a claim of confidentiality or privilege by a third party. In the case of any Subject Data (b) (4)

acknowledges that Subject Data will be disclosed by Laboratory (b) (4). The Parties shall ensure that their employees, agents, contractors or affiliates or any other person working on behalf of or for the benefit of such Party comply with the applicable terms and conditions of this agreement including, but not limited to, the treatment of Subject Data herein...

- 9.01 Proprietary Information/Confidential Information/Nonpublic Information. Each Party shall place a proprietary notice on all information it delivers to the other Party under this Agreement which it asserts is proprietary. The Parties agree that any Proprietary Information or Confidential Information or Nonpublic Information furnished by one Party to the other Party under this Agreement, or in contemplation of this Agreement, shall be used, reproduced and disclosed by the receiving Party only for the purpose of carrying out this Agreement, and shall not be released by the receiving Party to third Parties (other than contractors or Affiliates of Cooperator, and Laboratory contractors pursuant to Article 9.03) unless prior written consent to such release is obtained from the providing Party. If any Party to this Agreement fails either to label information as, or to provide written notice that information provided by it is, Proprietary Information / Confidential Information or Nonpublic Information will still be deemed to be Proprietary Information / Confidential Information or Nonpublic Information or Nonpubl
- 9.02 <u>Army limited-access database</u>. Notwithstanding anything to the contrary in this Article, the existence of established CRADAs specifying areas of research and their total dollar amounts may be documented on limited access, password-protected websites of the U.S. Army Medical Research and Materiel Command (the parent organization of Laboratory), to provide the Command's leadership with a complete picture of military research efforts.
- 9.03 <u>Laboratory Contractors</u>. Cooperator acknowledges and agrees to allow Laboratory's disclosure of Cooperator's Proprietary Information / Confidential Information to Laboratory's contractors for the purposes of carrying out this Agreement. Laboratory agrees that it has or will ensure that its contractors are under written obligation not to disclose Cooperator's Proprietary Information / Confidential Information, except as required by law or court order, before contractor employees have access to Cooperators Proprietary Information / Confidential Information under this Agreement.
- 9.04 <u>Release Restrictions</u>. Either Party shall have the right to use all Subject Data for any non-commercial purpose, but shall not release Subject Data publicly except: (i) either Party in reporting on the results of research may publicly disclose Subject Data in whatever form including, but not limited to, in technical articles, abstracts, presentations and posters to the

extent it determines to be appropriate; and (ii) either Party may release Subject Data where release is required by law or court order provided, however, that the Subject Data disclosed pursuant to this Article 9.04(ii) shall be treated in accordance with Article 9.00 for all other purposes. The Parties agree to confer prior to the public disclosure of Subject Data to assure that no Proprietary Information / Confidential Information or Nonpublic Information is released and that patent rights are not jeopardized. Prior to any public disclosure including submitting a manuscript for review which contains the results of the research under this Agreement, or prior to publication if no such review is made, each Party shall be offered an ample opportunity to review any proposed manuscript and to file patent applications in a timely manner.



## Article 10. Termination

10.00 <u>Termination by Mutual Consent</u>. Cooperator and Laboratory may elect to terminate this Agreement, or portions thereof, at any time by mutual consent.

10.01 <u>Termination by Unilateral Action</u>. Either Party may unilaterally terminate this entire Agreement at any time by giving the other Party written notice, not less than 30 days prior to the desired termination date.

10.02 <u>Termination Procedures</u>. In the event of termination, the Parties shall specify the disposition of all property, patents and other results of work accomplished or in progress, arising from or performed under this Agreement by written notice. Upon receipt of a written termination notice, the Parties shall not make any new commitments and shall, to the extent feasible, cancel all outstanding commitments that relate to this Agreement. Any options for licenses created as a result of Article 7 of this Agreement, but not memorialized in a separate license agreement shall terminate six months after this Agreement unless the parties have otherwise entered into a separate license agreement by such date or agreed to further extend such termination date(s).

# Article 11. Disputes

11.00 Settlement. Any dispute arising under this Agreement which is not disposed of by

agreement of the principal investigators shall be submitted jointly to the signatories of this Agreement or their designee. A joint decision of the signatories or their designees shall be the disposition of such dispute. However, nothing in this section shall prevent any Party from pursuing any and all administrative and/or judicial remedies which may be allowable.

## Article 12. Liability

- 12.00 Property. Neither Party shall be responsible for damages to any property provided to, or acquired by, the other Party pursuant to this Agreement.
- 12.01 Cooperator's Employees. Cooperator agrees to indemnify and hold harmless the U.S. Government for liability of any kind involving an employee of Cooperator arising in connection with this Agreement, and for all liabilities arising out of the use by Cooperator of Laboratory's research and technical developments, or out of any use, sale or other disposition by Cooperator of products made based on Laboratory's technical developments, except to the extent the liability is due to the negligence of Laboratory under the provisions of the Federal Torts Claims Act. This provision shall survive termination or expiration of this Agreement.
- 12.02 No Warranty. The Parties make no express or implied warranty as to any matter whatsoever, including the conditions of the research or any Invention or product, whether tangible or intangible, Made, or developed under this agreement, or the ownership, merchantability, or fitness for a particular purpose of the research or any Invention or product. The Parties further make no warranty that the use of any Invention or other intellectual property or product contributed, made or developed under this Agreement will not infringe any other United States or foreign patent or other intellectual property right. In no event will any Party be liable to any other Party for compensatory, punitive, exemplary or consequential damages.
- 12.03 Force Majeure. Neither Party will be liable for any unforeseeable event beyond its reasonable control and not caused by its own fault or negligence, which causes the Party to be unable to perform its obligations under this Agreement, and which it has been unable to overcome by the exercise of due diligence. If a force majeure event occurs, the Party unable to perform will promptly notify the other Party. It will use its best efforts to resume performance as quickly as possible and will suspend performance only for such period of time as is necessary as a result of the force majeure event.

## Article 13. Miscellaneous

- 13.00 Governing Law. This Agreement shall be governed by the laws of the United States Government.
- 13.01 Export Control and Biological Select Agents and Toxins. The obligations of the Parties to transfer technology to one or more other Parties, provide technical information and reports to one or more other Parties, and otherwise perform under this Agreement are contingent upon compliance with applicable United States export control laws and regulations. The transfer of

certain technical data and commodities may require a license from a cognizant agency of the United States Government or written assurances by the Parties that the Parties shall not export technical data, computer software, or certain commodities to specified foreign countries without prior approval of an appropriate agency of the United States Government. The Parties do not, alone or collectively, represent that a license shall not be required, nor that, if required, it shall be issued. In addition, where applicable, the Parties agree to fully comply with all laws, regulations, and guidelines governing biological select agents and toxins.

- 13.02 <u>Independent Contractors</u>. The relationship of the Parties to this Agreement is that of independent contractors and not as agents of each other or as joint venturers or partners.
- 13.03 Use of Name or Endorsements. (a) The Parties shall not use the name of the other Party on any product or service which is directly or indirectly related to either this Agreement or any patent license or assignment agreement which implements this Agreement without the prior written approval of the other Party. (b) By entering into this Agreement, Laboratory does not directly or indirectly endorse any product or service provided, or to be provided, by Cooperator, its successors, assignees, or licensees. Cooperator shall not in any way imply that this Agreement is an endorsement of any such product or service. Press releases or other public releases of information shall be coordinated and agreed to between the Parties prior to release, except that either Party may release the name of the other Party and the title of the research without prior approval from the other Party.
- 13.04 <u>Survival of Specified Provisions</u>. The rights specified in provisions of this Agreement covering Patent Rights, Licenses, Subject Data and Proprietary Information Liability and Miscellaneous shall survive the termination or expiration of this Agreement.
- 13.05 Notices. All notices pertaining to or required by this Agreement shall be in writing and shall be signed by an authorized representative addressed as follows:

If to Cooperator: Sanofi Pasteur SA 2 Avenue Pont Pasteur 69007 Lyon, France

Attn: Legal Department

With a copy to:

(b) (6) Sanofi Pasteur

1755 Steeles Avenue West M2R3T4 Toronto, Canada

(b) (6) (b) (6)

(b) (6

Sanofi Pasteur Discovery Drive Swiftwater, PA 18370
(b) (6)
(b) (6)
Sanofi US
55 Corporate Drive
Bridgewater, NJ 08807
(b) (6)
(b) (6)

If to Laboratory: Director

Walter Reed Army Institute of Research

ATTN: Office of Research and Technology Applications

503 Robert Grant Avenue Silver Spring, MD 20910-7500

Any Party may change such address by notice given to the other in the manner set forth above.

13.06 (intentionally left blank).

13.07 Compliance with Law, Laboratory and Cooperator agree that they will comply with, and advise any contractors, or agents they have engaged to conduct the research and development activities under this Agreement to comply with, all applicable Executive Orders, statutes, and regulations, including HHS regulations relating to research on human subjects (45 C.F.R. Part 46, 21 C.F.R. Parts 50 and 56) and relating to the appropriate care and use of laboratory animals (7 U.S.C. § 2131 et seq.; 9 C.F.R. Part 1, Subchapter A). Laboratory and Cooperator will advise any contractors or agents they have engaged to conduct clinical trials under this Agreement that they must comply with all applicable federal regulations for the protection of human subjects, which may include the Standards for Privacy of Individually Identifiable Health Information set forth in 45 C.F.R. Part 164.

13.08 <u>Debarment</u>. Neither Laboratory nor any of its personnel or contractors involved in performing the research under this Agreement have ever been and are not currently (i) under investigation for debarment or debarred pursuant to the Generic Drug Enforcement Act of 1992, 21 U.S.C. § 335(a), as amended, or any similar state law or regulation; (ii) excluded by the Office of Inspector General ("OIG") pursuant to 42 U.S.C. § 1320a-7, et seq. or any state agency from participation in any federal or state health care program; or (iii) otherwise disqualified or restricted by the FDA pursuant to 21 C.F.R. 312.70 or any other regulatory authority, nor will Laboratory utilize any debarred, excluded or disqualified personnel or contractors to perform services hereunder. Laboratory will notify Cooperator in a timely manner in the event any investigation or proceeding for debarment, exclusion or disqualification is initiated against

Laboratory or any personnel or contractors by the FDA, OIG, or by a competent court, board or similar authority.

- 13.09 <u>Waivers</u>. None of the provisions of this Agreement will be considered waived by any Party unless a waiver is given in writing to the other Party. The failure of a Party to insist upon strict performance of any of the terms and conditions hereof, or failure or delay to exercise any rights provided herein or by law, will not be deemed a waiver of any rights of any Party.
- 13.10 Severability. The illegality or invalidity of any provisions of this Agreement will not impair, affect, or invalidate the other provisions of this Agreement.
- 13.11 <u>Amendments</u>. Modifications to the SOW, the Agreement, or extensions of the term, will become effective only upon a written amendment signed by the signatories to this Agreement or by their representatives duly authorized to execute an amendment.
- 13.12 Entire Agreement. This Agreement constitutes the entire agreement between the Parties concerning the subject matter of this Agreement and supersedes any prior understanding or written or oral agreement.

## Article 14. Duration of Agreement and Effective Date

- 14.01 Effective Date. This Agreement shall enter into force as of the date it is signed by the last authorized representative of the Parties.
- 14.02 <u>Signature Execution</u>. This Agreement may be executed in one or more counterparts by the Parties by signature of a person having authority to bind the Party, which may be a facsimile signature, each of which when executed and delivered, by facsimile transmission, mail, or email delivery will be an original and all of which will constitute but one and the same Agreement.
- 14.03 Expiration Date. This Agreement will automatically expire (b) (4) from effective date unless it is revised by written notice and mutual agreement.

IN WITNESS WHEREOF, the Parties have caused this agreement to be executed by their duly authorized representatives as follows:

[Signature Page Follows]

For the Cooperator:

DATE 6/23/14

For the U.S. Government:

DATE 27 TUN 2016

Senior Vice President

(b) (6)

(c) (6)

Colonel, U.S. Army Acting Commander, Walter Reed Army Institute of Research

# APPENDIX A Statement of Work

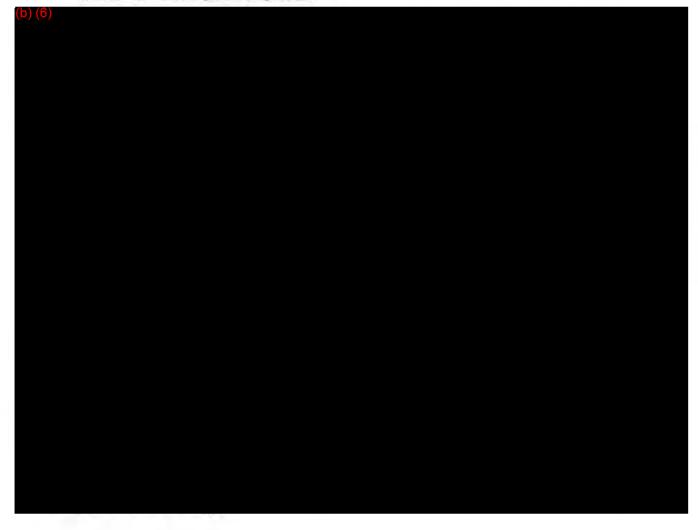
CRADA between WRAIR and Sanofi-Pasteur

Title: Zika Vaccine Project

Sumn	mary:
(b) (4)	
Unde	er this Agreement, the parties initially agree as follows:
Cildo	and regreement, the parties initially agree as follows.
	WRAIR agrees to:
(b) (4)	
(b) (4)	
(2) (1)	



Sanofi Pasteur (Cooperator) agrees to:



(b) (4)	
	The Parties agree:
(b) (4)	