

MEMBERSHIP AGREEMENT

THIS MEMBERSHIP AGREEMENT (the "Agreement") is effective as of this ____ day of _____, 200__ by and

Between

VIZIER Industrial Platform, Jardins du Pharo, 58 Boulevard Charles Livon, 13007 Marseille, represented by Yvon Berland, President of Universite de la Mediterranee, (referred as "VIP")

And

_____ (referred as "Member").

WHEREAS, VIZIER is a consortium of 23 laboratories associated to perform identification of potential new drug targets against RNA viruses through comprehensive structural characterization of the replicative machinery of a carefully selected and diverse set of viruses. The research program is funded by the European Community (VIZIER-LSHG-CT-2004-511960)

WHEREAS, The European contract VIZIER-LSHG-CT-2004-511960, in the "*Annex 1*" , task 6.3.1, defines the establishment of an Industrial Platform (*VIP*), in order to exploit the potential commercial value of data produced within the programme to the utmost advantage to the Consortium and to the European economy.

WHEREAS, VIP has adopted Amendment 2 of the Consortium agreement calling for the creation of Membership Classes, as defined below, and setting forth a governance structure (the "Bylaws") described in the Exhibit B

WHEREAS, Member would like to become a member of the VIP in the Membership Class selected by Member on Exhibit A(1) or A(2) hereto;

NOW THEREFORE, VIP agrees to admit Member on the terms and consideration contained herein, and Member agrees to abide by the terms and conditions contained herein:

1. MEMBERSHIP CLASSES.

There shall be two (2) classes of membership ("Membership Classes") in VIP representing Members that publicly, but nonexclusively, support the Purposes of VIP as specified in the Bylaws:

1-Industrial Participants.

Industrial Participants will apply to companies wishing to join the VIP in an active and interactive manner. Industrial Participants are entitled to have a free access, through the VIP website, to selected information regarding the research program leading to opportunities to establish collaborations on drug development. From the same website, it will have also access to non-public knowledge to be designated by the consortium. Deliverables and sale products at discounted price will be proposed to the Industrial Participants. A special access to workshops and training sessions will be offered at discounted prices.

2-Associated members

Associated member apply to companies interacting with the Consortium only on an information level. Associated member are entitled to have access, through the VIP website, to VIZIER products at market price. It will have also access to non-public knowledge to be designated by the consortium six months later than Industrial Participants

Both member classes are invited to freely participate to the annual VIZIER Industrial Meeting.

2. MEMBERSHIP RIGHTS AND OBLIGATIONS

- 2.1 Generally.** Member agrees to pay the fees established for its Membership Class, if any, as set forth in Exhibit A(1) or A(2) hereto, as amended from the VIP Bylaws (art 4.0). They will receive a user name and a user password to access to the VIP website.
- 2.2 Costs and Expenses.** Each Member shall bear all of its own costs and expenses related to membership in VIP including, but not limited to,
-compensation payable to Member's employees and consultants that participate in the VIP
-and all travel and other expenses associated with Member's participation in VIP Industrial meetings, conferences, and development projects.
- 2.3 Compliance with Policies.** In order to receive certain VIP privileged information, Member will have to sign a Non disclosure Agreement, as set forth in Exhibit C. Member shall restrict use of this privileged information to only those of its employees or consultants within its control who, in advance of gaining access to the privileged information, have signed any necessary separate Non-disclosure Agreement.
- 2.4 Publicity-Press Releases.** A Member may make public announcements or press releases concerning its own activities as a Member. Unless otherwise required by law, any press release concerning a Member made by VIP shall be subject to that Member's prior written consent. Once approved, the press release statement may be used by VIP for the purpose of promoting VIP and reused for such purpose until such approval is withdrawn with reasonable prior written notice. Any use of a Member's name shall be subject to the applicable usage guidelines of that Member.

3. TERM AND TERMINATION

- 3.1 Term.** The term of this Agreement shall begin when signed by both Parties and, except as provided below, terminate at the end of the VIZIER project on September 30 th, 2008.
- 3.2 Termination.** Member may terminate its membership at any time, by written notice to VIP exploitation manager, head of the VIP organisation. In case of earlier termination by a Member, no fee will be reimbursed unless the VIP is default. In addition, Member shall be obligated to pay all costs, expenses and dues that accrued prior to the effective date of termination.

4. GENERAL

- 4.1 Authority to Execute Agreement.** Member hereby represents, warrants and covenants to VIP that (a) it has the authority to enter into this Agreement and to perform its obligations hereunder; (b) the execution and performance of this Agreement does not and will not violate any agreement to which Member is a party or by which it is otherwise bound; and (c) when executed and delivered, this Agreement will constitute a legal, valid and binding obligation of Member, enforceable in accordance with its terms.
- 4.2 No Other Licenses.** By executing this Agreement, Member neither grants nor receives, by implication, or otherwise, any rights under any copyright, patents or other intellectual property rights of VIP or another Member.

- 4.3 No Warranty.** VIP AND MEMBER EACH ACKNOWLEDGES THAT, EXCEPT AS OTHERWISE AGREED IN WRITING, ALL INFORMATION PROVIDED TO OR BY VIP UNDER THIS AGREEMENT IS PROVIDED "AS IS" WITH NO WARRANTIES OR CONDITIONS WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND VIP AND MEMBER EACH EXPRESSLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO SUCH INFORMATION.
- 4.4 Limitation of Liability.** IN NO EVENT WILL EITHER VIP OR MEMBER BE LIABLE TO EACH OTHER OR ANY OTHER MEMBER OR THIRD PARTY UNDER THIS AGREEMENT FOR THE COST OF PROCURING SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, LOST REVENUE, LOST SALES, LOSS OF USE, LOSS OF DATA OR ANY INCIDENTAL, CONSEQUENTIAL, DIRECT, INDIRECT, PUNITIVE, OR SPECIAL DAMAGES, WHETHER OR NOT SUCH PARTY HAD ADVANCE NOTICE OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES.
- 4.5 Governing Law.** This Agreement shall be construed and controlled by laws of France without reference to conflict of laws principles. Any dispute, controversy or claim arising out of or in connection with this agreement, or the breach, termination or invalidity thereof shall be settled by arbitration, in accordance with the Rules of Arbitration of the International Chamber of Commerce
- 4.6 Notices.** All notices or other communications to or upon any party shall be delivered to or at the addresses set forth on the signature page(s) hereto. For purposes of this Section, notice can include notice by written mail, electronic mail or by facsimile and shall be deemed served when sent; provided, however, that notice of a breach of this Agreement and notice of termination of this Agreement shall be given by overnight courier service or certified mail, return receipt requested. Either party may give written notice of a change of address and, after notice of such change has been received, any notice or request shall thereafter be given to such party at such changed address.
- 4.7 Force Majeure.** Neither VIP nor Member shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes or any other cause which is beyond the reasonable control of such party.

For "VIP"

for the "Member"

Yvon Berland
President of UNIVMED

Jean-Louis Romette
Exploitation Manager

EXHIBIT A(1)

FEE SCHEDULE AND MEMBERSHIP CLASS SELECTION

All Fees are in EUROS

Member Class **INDUSTRIAL PARTICIPANT**

Industrial Participants are entitled to have a free access, through the VIP website, to selected information regarding the research program leading to opportunities to establish collaborations on drug development. From the same website, it will have also access to non-public knowledge to be designated by the consortium. Deliverables and sale products at discounted price will be proposed to the Industrial Participants. A special access to workshops and training sessions will be offered at discounted prices.

50 000 € for the period 2006-September 2008

The Fees has been amended from time the Bylaws was signed and shall, from the date of such amendment, replace the previously existing Fees. Any such change shall not require re-execution of this Agreement. If such amendment has been duly approved, Member agrees to payment of such Fees.

For "VIP"

for the "Member"

Yvon Berland
President of UNIVMED

Jean-Louis Romette
Exploitation Manager

EXHIBIT A (2)

FEE SCHEDULE AND MEMBERSHIP CLASS SELECTION

All Fees are in EUROS

Member class **Associated Member**

Associated member are entitled to have access, through the VIP website, to VIZIER products at market price. It will have also access to non-public knowledge to be designated by the consortium six months later than Industrial Participants

15 000 € for the period 2006-September 2008

The Fees has been amended from time the Bylaws was signed and shall, from the date of such amendment, replace the previously existing Fees. Any such change shall not require re-execution of this Agreement. If such amendment has been duly approved, Member agrees to payment of such Fees.

For "VIP"

for the "Member"

Yvon Berland
President of UNIVMED

Jean-Louis Romette
Exploitation Manager

EXHIBIT B

This *CONSORTIUM AGREEMENT* amendment #2 is made on this 31st day of January 2006, BETWEEN

THE PARTIES

- (1) **UNIVERSITE DE LA MEDITERRANEE / AFMB** whose administrative offices are at **JARDIN DU PHARO, 58 BD CHARLES LIVON, 13284 MARSEILLE CEDEX 7, FRANCE** (“the coordinator”)
- (2) **ALMA CONSULTING GROUP** whose administrative offices are at **19, RUE DES TUILIERS 69442 LYON CEDEX 03 FRANCE**
- (3) **LEIDEN UNIVERSITY MEDICAL CENTER** whose administrative offices are at **“MOLECULAR VIROLOGY LABORATORY”, DEPARTMENT OF MEDICAL MICROBIOLOGY LEIDEN UNIVERSITY MEDICAL CENTER LUMC E4-P, ROOM L4-36 PO BOX 9600 2300 RC LEIDEN THE NETHERLANDS**
- (4) **NATURAL ENVIRONMENT RESEARCH COUNCIL** whose administrative offices are at **CEH OXFORD, MANSFIELD ROAD OXFORD OX13SR UK**
- (5) **SWEDISH INSTITUTE FOR INFECTIOUS DISEASE CONTROL** whose administrative offices are at **VIROLOGICAL DEPARTMENT, SWEDISH INSTITUTE FOR INFECTIOUS DISEASE CONTROL, SE 171 82 SOLNA, SWEDEN**
- (6) **SLOVAK ACADEMY OF SCIENCES** whose administrative offices are at **INSTITUTE OF ZOOLOGY SLOVAK ACADEMY OF SCIENCES DUBRAVSKA CESTA 9 845 06 BRATISLAVA, SLOVAKIA**
- (7) **INSTITUT PASTEUR** whose administrative offices are at **LABORATOIRE DE LA RAGE, INSTITUT PASTEUR, 28 RUE DU DOCTEUR ROUX, 75724 PARIS CEDEX 15, FRANCE**
- (8) **TECHNISCHE UNIVERSITÄT DRESDEN** whose administrative offices are at **HELMHOLTZSTRASSE 10, 01069 DRESDEN, GERMANY.**
- (9) **BIOXTAL** whose administrative offices are at **2 RUE THOMAS EDISON, B.P. 71073, 67452 MUNDOLSHEIM, FRANCE**
- (10) **THE CHANCELLOR, MASTERS AND SCHOLARS OF THE UNIVERSITY OF OXFORD**, whose administrative offices are at **UNIVERSITY OFFICES, WELLINGTON SQUARE, OXFORD OX1 2JD, UNITED KINGDOM.**
- (11) **EUROPEAN MOLECULAR BIOLOGY LABORATORY (EMBL)** whose administrative offices are at **MEYERHOFSTRASSE 1, 69117 HEIDELBERG, GERMANY**
- (12) **ISTITUTO NAZIONALE FISICA DELLA MATERIA** whose administrative offices are at **CORSO F. PERRONE, 24 16152 GENOVA - ITALY**
- (13) **UNIVERSITY OF PAVIA** whose administrative offices are at **UNIVERSITY OF PAVIA, VIA ABBIATEGRASSO 207, 27100 PAVIA ITALY**
- (14) **CONSEJO SUPERIOR DE INVESTIGACIONES CIENTÍFICAS (CSIC)** whose administrative offices are at **C/ SERRANO 117, 28006 MADRID, SPAIN**
- (15) **GLOBAL PHASING** whose administrative offices are at **SHERATON HOUSE, CASTLE PARK, CAMBRIDGE CB3 0AX, UNITED KINGDOM**

- (16) **UPPSALA UNIVERSITY** whose administrative offices are at **ST OLOFSTGATAN 10 B, 751 05 UPPSALA SWEDEN**
- (17) **INSTITUT FUR BIOCHEMIE** whose administrative offices are at **UNIVERSITÄT ZU LÜBECK, RATZEBURGER ALLEE 160, D-23538 LÜBECK**
- (18) **K.U.LEUVEN RESEARCH & DEVELOPMENT ("K.U.Leuven R&D")**, with offices at **GROOT BEGIJNHOF 58-59, B-3000 LEUVEN, BELGIUM.**
- (19) **UNIVERSITA DEGLI STUDI DI CAGLIARI WHOSE ADMINISTRATIVE OFFICES ARE AT CITTA DELLA UNIVERSITARIA, SS 554-KM4.5, 09042 MONSERRATO, CAGLIARI, ITALY**
- (20) **A.N. BELOZERSKY INSTITUTE OF PHYSICAL AND CHEMICAL BIOLOGY, MOSCOW STATE UNIVERSITY** whose administrative offices are at **A.N. BELOZERSKY INSTITUTE OF PHYSICAL AND CHEMICAL BIOLOGY, MOSCOW STATE UNIVERSITY MOSCOW 119899 RUSSIA**
- (21) **KAROLINSKA INSTITUTET, DEPARTMENT OF BIOCHEMISTRY AND BIOPHYSICS** whose administrative offices are **NOBELSVÄG 5, SE-171 77 STOCKHOLM, SWEDEN**

relating to the *Project* entitled Comparative Structural Genomics of Viral Enzymes Involved in Replication

The partners agree on the addition to the Consortium Agreement of the following article 23 "Exploitation of the results" related to the Industrial Platform:

23 EXPLOITATION OF THE RESULTS

PREAMBLE

WHEREAS

The European contract VIZIER-LSHG-CT-2004-511960, in the "*Annex I*", task 6.3.1, defines the establishment of an Industrial Platform (The VIZIER Industrial Platform or *VIP*), in order to exploit the potential commercial value of data produced within the programme to the utmost advantage of the Consortium and of the European economy. This amendment to the Consortium agreement defines the organisation of the *VIP*.

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE 1.0 THE *VIP*

A dedicated private entity, Protisvalor Méditerranée (SAS), third party of the Unimed which is the coordinator of the VIZIER consortium, will manage the administrative and financial aspects of the *VIP* organisation. This is an appropriate and efficient way to operate the *VIP* activities because:

1. Protisvalor Méditerranée (SAS) handles the additional means necessary for the fulfilment of UnivMed tasks described in the Technical annex. These tasks include amongst others the following: hiring the non-permanent employees needed for the project, purchasing the necessary consumables and equipment necessary to execute the contract, and reimbursing the travel and accommodation costs for the employees involved in the project. These commitments, as foreseen in the Technical annex, should be cost neutral to the Consortium.

2. Protisvalor Méditerranée (SAS) will act as contracting party representing all the VIZIER partners for the conclusion of agreements with the sponsors wishing to join the VIZIER industrial platform.
3. The *VIP* and Protisvalor Méditerranée (SAS) centralise and promote the VIZIER products and collaboration opportunities in a professional manner. It should result in a maximal transparency from a financial and governance perspective.
4. The *VIP* is member of the VIZIER Consortium, it is represented at the Steering committee, by the Exploitation manager, who will head of the *VIP* organisation .
5. *VIP* is expected to stop at the end of the VIZIER program. However, the Steering committee may decide to prolong it. The *VIP* will then bear its management.
6. Each Consortium partner is free to join or to leave the *VIP* at any time, by written notice to the Exploitation Manager, effective from the first day of the next calendar month after receipt of notice.

ARTICLE 2.0

VIP ACTIVITIES

Promotion of the *VIP*: The *VIP* will promote its activities to the industry by various means in order to recruit as broad a range of members from the wide industrial community joining the *VIP* (hereafter, defined as *Industrial Participants*) as possible. The *VIP* is responsible for establishing the communication tools. These include, the description of the *VIZIER Project*, promotion through presentations, the establishment of an dedicated website providing information on the *VIP* organisation, contracting issues, products available and information on VIZIER meetings.

Industrial Participants agreement: The *VIP* is responsible, from its own resources for the redaction, the negotiation and the conclusion of the agreement of partnership with the *Industrial Participants* and for the recovery of the subscription fees. The template agreement will be submitted to the Steering Committee for approval.

Industrial meeting organisation: The *VIP* will organise an annual industrial meeting in collaboration with the Contractors. This meeting should constitute an opportunity for the contractor to present their research work to the *Industrial Participants* and third parties, but also to initiate collaborations related to the VIZIER research activities.

Patented Inventions promotion: Each *Party* is free to have agreed parts of its *Knowledge* be promoted through the *VIP* and withdraw them from the *VIP* upon written notice. Upon request from the *Party*, that *Knowledge* will be included in the promotion program of the *VIP*. The *VIP* is responsible for promoting all the *Knowledge* proposed by a *Party* to the *VIP* members, by all the appropriate means including meetings, website, posting and publications. Neither the *VIP* nor any *Party* participating in the *VIP* will not conclude agreements with a third party concerning any transfer/licence of deliverables/results and will only direct the third party to the correct *Party*, owning the relevant *Knowledge*.

Lobbying activities: The *VIP* is also responsible for the lobbying activity for the *VIZIER Project* towards the public Institutions with the aim of finding extra funding for the benefit of the Consortium members.

Reporting: The *VIP* will report in written form to the *Steering Committee* on a biannual basis. This report will contain information concerning the membership activity (list of participants and contact persons), the budget and the promotion activity of the *VIP* (meetings, mails).

For the avoidance of doubt, nothing in this agreement shall be interpreted or construed as a derogation from or modification of the obligations with regard to intellectual property and secrecy obligations, as contained in the *VIZIER Consortium Agreement*.

ARTICLE 3.0

1 VIP REVENUES

The *VIP* is entitled to promote the Patented Inventions submitted by the Inventing Parties to the *Industrial Participants*. The negotiation of the licensing agreement with the *Industrial Participants* is in principle under the responsibility of the Inventing Parties. In this case no revenues rising from the licence agreement can allocated to the *VIP*, although a voluntary contribution would be welcomed.

Upon request of a *Party*, legally represented by their respective competent officers or directors, the *VIP* may be granted of the authority for the negotiation of a licence agreement with the *Industrial Participants*. In this case the *VIP* is entitled to receive a part of the revenues generated by the licence agreement. The percentage of licence fees allocated to the *VIP* will be determined accordingly to its contribution in the negotiation of the licence agreement with the third party.

ARTICLE 4.0

THE *INDUSTRIAL PARTICIPANTS*

Two different forms of membership will be proposed to the wide industrial community:

Associated membership: will apply to companies interacting with the consortium only on an information level.

Industrial Participants: will apply to companies wishing to join the *VIP* in an active and interactive manner

Different subscription fee rates will apply accordingly. Indicative rates are given in the following:

1.1 Associated member:

A one-off subscription fee of 20 000 Euros is requested from the associated members for participation in the *VIZIER* platform for a period of 4 years. In return, the associated member should have access to:

- Free access to annual meetings

- Access to non-public *Knowledge* to be designated by a *Party* according to article 2.0, six months later than full members.

1.2 Industrial Participants:

A one-off subscription fee of 100 000 Euros is requested from the full members (more than 250 FTE) for participation in the *VIZIER* platform for a period of 4 years.

A one-off subscription fee of 50 000 Euros is requested from the SME full members (less than 250 FTE) for participation in the *VIZIER* platform for a period of 4 years.

In return, the full members should have access to:

- Free access to selected information regarding the research program leading to opportunities to establish collaborations on drug development

- Free access to biannual meetings

- Access to non-public *Knowledge* to be designated by a *Party* according to article 2.0.

- Special access to workshops and training sessions (50% off public prices)

The ten initial contracting *Industrial Participants* will receive a discount of 20% on the subscription fee.

The *VIP* is free to change upwards the subscription fees for the *Industrial Participants* joining in the following years.

ARTICLE 5.0

2 ALLOCATION OF THE INDUSTRIAL PARTICIPANTS SUBSCRIPTION FEES

Promotion costs:

A reasonable proportion of the subscription fees should be allocated to the promotion costs including document conception and production, mailing, website initiation, visits of potential industrial partners.

VIP management costs:

A yearly budget will be allocated to the *VIP* to cover the management costs (wages and fees). This budget will be discussed and approved by the Steering Committee. This budget will derive exclusively from revenues. For the year 2006, seeding funds will be allocated by the Steering Committee, but his loan will be repaid by *VIP*, before the project ends (reimbursable loan)

Benefit generated by the *VIP*:

The remaining collected subscription fees should be allocated and spent according to the steering committee decisions.

EXHIBIT C

NON DISCLOSURE AGREEMENT

Between

VIZIER Industrial Platform, Jardins du Pharo, 58 Boulevard Charles Livon, 13007 Marseille, represented by Yvon Berland, President of Universite de la Mediterranee, (referred as "VIP")

And

_____ (referred as "Member").

Whereas:

"VIP" intend to transfer to the "Member", informations related to deliverables produced by the VIZIER consortium, of a confidential or proprietary nature presently in its possession in oral , written, or in other medium (hereinafter referred to as "confidential information") and wish to ensure that the same remains confidential.

Now, therefore, it is hereby agreed as follows:

1. "VIP" and "Member" each undertake to treat any and all "confidential information" as confidential, not to disclose it to any third party, and not to make it publicly available or accessible in any way, except with the prior written consent of the disclosing party.
2. The obligations specified in section 2 above shall not apply with respect to any "confidential information" which:
 - a. the receiving party can prove has been known to the receiving party prior to the time of its receipt pursuant to this agreement; or
 - b. is in the public domain at the time of disclosure or thereafter enters the public domain without breach of the terms of this agreement on the part of the receiving party; or
 - c. the receiving party can prove becomes known to the receiving party through disclosure by sources other than the disclosing party, having a right to disclose such information; or
 - d. the receiving party can prove has been developed independently by an employee of the receiving party who has not had access to any of the "confidential information" of the disclosing party.

3. Unless it is necessary for the purpose stated in this agreement and provided that any disclosed "confidential information" or any copy thereof is made accessible only to such employees who have a need to know, the receiving party shall not, without the prior written consent of the disclosing party, copy or reproduce any item or document supplied to the receiving party - being or containing in whole or in part "confidential information". The receiving party shall return such item or document and any copies thereof at the supplying party's request, and at the latest on termination of this agreement. This shall not apply to copies of electronically exchanged "confidential information" made as a matter-of-routine information technology back-up, and to "confidential information" or copies thereof which must be stored by the receiving party according to mandatory law, provided that such "confidentiality information" or copies thereof shall be subject to an indefinite confidentiality obligation.
4. All "confidential information" shall remain the exclusive property of the disclosing party as well as all patent, copyright, trade secret, trademark and other intellectual property rights therein. No license or conveyance of any such rights to the receiving party is granted or implied under this agreement. No commercial obligation on the part of either party is intended or undertaken.

The parties agree that any "confidential information" is made available "as is" and that no warranties of any kind are granted or implied with respect to the quality of "confidential information", including but not limited to, its fitness for any purpose, non-infringement of third party rights, accuracy, completeness or correctness.

5. The party receiving "confidential information" including materials, samples, prototypes or similar items, shall not analyse it, chemically, by reverse engineering, or otherwise, in order to determine the identity and/or properties of its components, without the prior written consent of the disclosing party.
6. This Agreement shall not by implication or otherwise be construed as a grant of or a claim to a licence or an option for a licence. Receiving Party is not entitled to assign any rights and obligations under this agreement without the prior written consent of the disclosing party.
7. This agreement shall be effective as of the date of the last signature and shall terminate in 10 years after the date of the last signature of this agreement. The provisions of this agreement shall be valid as long as the "confidential information" become available to the public
8. Ancillary agreements, amendments or additions hereto must be made in writing.
9. This Agreement shall be construed and controlled by laws of France without reference to conflict of laws principles. Any dispute, controversy or claim arising out of or in connection with this agreement, or the breach, termination or invalidity thereof shall be settled by arbitration, in accordance with the Rules of Arbitration of the International Chamber of Commerce
10. If any provisions of this agreement are invalid or unenforceable, the validity of the remaining provisions shall not be affected. The parties shall replace the invalid or unenforceable provision by a valid and

enforceable provision that will meet the purpose of the invalid or unenforceable provision as closely as possible.

For "VIP"

for the "Member"

Yvon Berland
President of UNIVMED

Jean-Louis Romette
Exploitation Manager