

## AGREEMENT FOR THE ESTABLISHMENT OF THE AMRI-CNSE-BNMC INNOVATION AND COMMERCIALIZATION ECOSYSTEM

This AGREEMENT FOR THE ESTABLISHMENT OF THE AMRI-CNSE-BNMC INNOVATION AND COMMERCIALIZATION ECOSYSTEM (“Agreement”) is effective as of September 12, 2013 (“Effective Date”) and is by and between (a) THE RESEARCH FOUNDATION FOR THE STATE UNIVERSITY OF NEW YORK (“FOUNDATION”), a non-profit educational corporation existing under the laws of the State of New York and having an office located at 257 Fuller Road, Albany, New York 12203, on behalf of the College of Nanoscale Science and Engineering (“CNSE”) of the State University of New York (“SUNY”), (b) ALBANY MOLECULAR RESEARCH, INC. (“AMRI”), a Delaware corporation with its principal office located at 26 Corporate Circle, Albany, New York 12203, and (c) THE BUFFALO NIAGRA MEDICAL CAMPUS, INC. (“BNMC”), a New York not-for-profit corporation with its principal office located at 640 Ellicott Street, Buffalo, New York 14203. FOUNDATION, AMRI, and BNMC are referred to in this Agreement sometimes individually as a “Party” or collectively as “Parties.”

### I. RECITALS

I.1. New York State under the leadership of Governor Andrew Cuomo has led the U.S. in multi-billion dollar strategic investments in high technology programs that cover the entire spectrum of medical, life sciences, smart grid, clean energy and nanotechnology industry needs, from long-term innovative research and development, to workforce development and education, to product prototyping and commercialization.

I.2. Governor Andrew Cuomo’s comprehensive job creation and economic growth agenda for New York State provides strategic investments for job creation in emerging high-tech industries across New York State and fosters critical partnerships between New York State government, the private sector and New York State’s top-flight universities and research institutions, as demonstrated recently by the commitment and growth of CNSE together with its public and private university and industry partners.

I.3. Governor Andrew Cuomo has identified economic growth in New York State as a leading focus for New York State government seeking to invest significant levels of financial support for public-private partnerships throughout the Erie-Mohawk Corridor, with an emphasis on the Western New York region, by constructing state-of-the art facilities with cleanrooms, clean production space and laboratories supporting a wide array of technologies, including health sciences, nano-medicine, clean energy and nano-electronics that would also leverage CNSE’s capabilities, partners, suppliers, and customers.

I.4. CNSE is a critical enabling component in maintaining and bolstering New York State’s position as a leader in nano-medicine, life sciences, clean energy, and nanotechnology, and the Parties recognize the mutual benefit that can be attained by: (i) collaborating with CNSE to bring to the State of New York new research, development, and business investments from the various sectors of drug discovery and delivery, research and development, and the pharmaceutical industry; and (ii) fostering critical partnerships among the Parties and the public and private sectors.

I.5. AMRI is a leader in the field of fully integrated drug discovery, development, and manufacturing services for the pharmaceutical, biotechnology and related industries and provides scientific services,

products and technologies that improve quality of life while delivering excellence, value and maximum return, partially enabled by AMRI's extensive natural product, chemically synthesized and next generation chemical libraries. AMRI aligns their leading technologies, global facilities and record of accountability to meet the goals of their partners and customers with unmatched resources and without the need to compromise on quality, productivity, or timelines.

I.6. BNMC is a world-class health care complex providing research, analytical, and clinical services to more than one million patients and visitors annually on a 120 acre site with 12,000 employees. BNMC is an enabler of life science, biomedical and clinical research performed through its member institutions allowing for the co-mingling and cross disciplinary collaboration to better serve the citizens of New York State and the United States. Institutions associated with BNMC include: University of Buffalo; Roswell Park Cancer Institute; Kaleida Health; Buffalo Hearing and Speech Center; Buffalo Medical Group; Olmstead Center for Sight; Hospice and Palliative Care; Upstate New York Transplant Services; Hauptman-Woodward Research Institute; Jacobs Institute; Toshiba Stroke and Vascular Center; University at Buffalo Medical School; and the Thomas R. Beecher Innovation Center with 35 existing start-up and maturing companies.

I.7. AMRI is a valuable potential collaborator and partner in the development of future generations of medical therapeutics, pharmaceutical drugs, and drug delivery systems, including advanced scientific protocols that enable the detection, identification, and cure of infections and infectious agents, and medication specifically designed and customized to prevent or eliminate specific diseases. Collaborating with BNMC and CNSE can provide AMRI and its customers and other partners with support of the AMRI screening operation to be built at BNMC, the development of future generations of analytical and life sciences technology instrument and applications, and the creation of a demonstration laboratory for newly developed technology and techniques.

I.8. The Parties desire to make joint investments at BNMC and across New York State that leverage existing relationships and investments that incorporate the strengths, market penetration, and industrial goodwill of AMRI to better serve the people of New York State through the Objectives and Essential Purposes of the undertaking as defined herein.

THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

## II. DEFINED TERMS

In addition to the terms defined elsewhere in this Agreement, the following terms have the described meanings listed below.

### II.1 Affiliate

Affiliate means an entity that controls, is controlled by, or is under common control with, another entity, but only during the period that such control exists. For purposes of this Agreement, FOUNDATION's Affiliates shall be deemed to include CNSE and SUNY.

II.2 Change of Control

Change of Control means one transaction or a series of transactions that result in a third party obtaining, directly or indirectly, (a) all or a majority of the assets of or (b) Control of, a Party. Change of Control shall not include the sale of capital stock in one or more financing transactions.

II.3 CNSE Facilities

CNSE Facilities means, collectively, all FOUNDATION and CNSE facilities used in the Program, including, without limitation, the Phase I Facility and the Phase II Facility.

II.4 CNSE Tools

CNSE Tools means, collectively, the Equipment and all other FOUNDATION and CNSE tools and equipment used by a Party or the Parties in the Program.

II.5 Control

Control means the power to direct the affairs of any individual, corporation, partnership, joint venture, trust, business association, governmental entity or other entity by reason of ownership of voting stock, by asset acquisition, by contract or otherwise.

II.6 Equipment

Equipment means the Phase I Equipment and the Phase II Equipment, which is necessary to support the activities to be carried out pursuant to this Agreement by the Parties at the Phase I Facility and Phase II Facility consistent with the Essential Purposes (as defined below) of this Agreement.

II.7 Knowledge

Knowledge means, for AMRI and BNMC, the actual knowledge of the officers of AMRI, and BNMC, respectively, and, for FOUNDATION, the actual knowledge of its Principal Investigator.

II.8 Maintain and Maintained

Maintain and Maintained each mean to conduct preventive maintenance and repair of the Equipment and does not include the day-to-day operation, calibration and use of Equipment for the Program Essential Purposes, as outlined in Section III.2.

II.9 Phase I Facility

Phase I Facility means, collectively, the facility and related infrastructure, which will be jointly managed by FOUNDATION and BNMC, which is to be located in Buffalo, New York, within the Buffalo Niagara Medical Campus or at a location affiliated with BNMC, at such exact location to be mutually agreed upon in writing by the Parties, which is generally described in Exhibit A-1,

and which shall be the subject of separate written lease agreement(s) in accordance with Section V of this Agreement.

II.10 Phase II Facility

Phase II Facility means, collectively, the facility and related infrastructure, which will be jointly managed by FOUNDATION and BNMC, which is to be located in Buffalo, New York, within the Buffalo Niagara Medical Campus or at a location affiliated with BNMC, at such exact location to be mutually agreed upon in writing by the Parties, which is generally described in Exhibit A-2, and which shall be the subject of separate written lease agreement(s) in accordance with Section V of this Agreement.

II.10 Phase I Equipment

Phase I Equipment means the equipment and software listed in Exhibit B-1 of this Agreement. In order to reflect evolving needs of the Program, the Parties may revise the equipment and software listed in Exhibit B-1 of this Agreement from time to time by written amendment to this Agreement signed by all Parties.

II.11 Phase II Equipment

Phase II Equipment means the equipment and software listed in Exhibit B-2 of this Agreement. In order to reflect evolving needs of the Program, the Parties may revise the equipment and software listed in Exhibit B-2 of this Agreement from time to time by written amendment to this Agreement signed by all Parties.

**III. OBJECTIVES; JOINT CORE DRUG INNOVATION, DEVELOPMENT, AND COMMERCIALIZATION SERVICES AND PARTNERSHIPS; AND PROGRAM PHASES**

III.1 Research and Development, Business Outreach, and Economic Development

The Parties are entering into this Agreement for the objective of creating a research and development (“R&D”) collaboration and economic partnership for the location of the Phase I Facility and Phase II Facility, which are to be operated jointly by BNMC and FOUNDATION on behalf of CNSE and located in Buffalo, New York, to serve the Program’s Essential Purposes.

III.2 Program “Essential Purposes”

For purposes of this Agreement, the “Essential Purposes” of the Program shall be as follows:

- (a) Development of a new center to be located at the Phase I Facility and Phase II Facility and called the AMRI-CNSE-BNMC Innovation and Commercialization Ecosystem (“Center”) that will provide for establishment of a next generation “gold standard” drug discovery and translational research facilities that include natural product, chemically-synthesized and next generation libraries.

- (b) Establishment of a state-of-art drug discovery, development, and commercialization biology facilities including molecular biology, microbiology, cell biology, proteomic, biomarker, reagent development, assay development, high throughput screening, in vitro pharmacology and natural product discovery related capabilities. The Phase I Facility and/or the Phase II Facility will employ the latest technologies and techniques for identifying and validating targets for pharmacological intervention, biomarkers, hit compounds and predictive biomarker profiles (single and multi-component) expected to be of value for initiating and guiding drug discovery and development programs.
- (c) Use of AMRI's extensive existing chemical libraries (natural product and man-made) to be supplemented by additional libraries to be acquired or built for the Center optionally in collaboration with other partners; the strain, plant and environmental sample collections that are the foundation of the natural product sample libraries; and senior technical expert(s) in the areas of natural product discovery, antimicrobial discovery and high throughput screening. Through the Center the Parties also intend to deploy the Center capabilities and expertise to provide services for partner proprietary programs. These may include but are not limited to screens of their proprietary libraries to be transferred to the Center; identification of potential targets and biomarkers; validation testing of potential targets, hits, biomarkers and biomarker profiles; and in vitro pharmacological testing in support of hit-to-lead and lead optimization programs.
- (d) Use of the Center facilities by AMRI to support pre-competitive, open access collaborations with partners from industry and academia. This work is expected to include, but is not limited to, reagent and assay development; screens of the Center's or other party's libraries; identification of potential targets and biomarkers; validation testing of potential targets, assays, hits, biomarkers and biomarker profiles; and in vitro pharmacological testing in support of hit-to-lead optimization programs. Several of the capabilities to be established at the Center, including advanced biomarker development capabilities, are expected to interplay with AMRI's biology and screening expertise to enable a translational approach.
- (e) Conduct of joint research initiatives set forth in Section III.3 that leverages the joint investments made by the Parties under this Agreement. Some of the joint research opportunities in informatics, science, and technology include, but is not limited to, the following: personalized medicine; genomic analysis; live cell imaging; biomarkers; drug discovery; visualization; sequencing; imaging analysis; microfluidics; robotics; spectroscopy; and chromatography.
- (f) Attraction to the Center, the BNMC site, and the larger Buffalo area the entire ecosystem of pharmaceutical companies, including research and development, commercialization, business development and deployment, and manufacturing operations of such pharmaceutical companies.

### III.3 Joint Research Initiatives

The Parties will collaborate on the future technology roadmap including innovative technology and software development projects. The Parties will use best efforts to leverage expertise, tools and experience from AMRI, CNSE, and the entire academic, pharmaceutical, and medical sector in the Buffalo area to drive innovations and promote the development of new scientific

advances, new products and new methods focused on the production of next generation drug discovery and drug development tools. Key activities shall include:

- Scientific and technology updates/roundtables to highlight potential areas of mutual interest;
- Assay development initiatives and educational exchanges to provide new models and methods for drug screening;
- Technology critiques and testing by partners to identify needed tool development and modifications to promote “gold standard”;
- A commitment to seek and apply for joint funding opportunities from federal, state, commercial and non-profit entities; and
- A commitment to develop a technology roadmap with all partners is essential to the success of the Center.

#### III.4 Core Drug Innovation Services

- (a) The Parties agree that the following services (“Core Drug Innovation Services”) will be performed and coordinated solely by AMRI, which will provide leadership and oversight at the Phase I Facility and Phase II Facility using the Phase I and the Phase II Equipment, which services will be an integral part of creating and maintaining the jobs targets for AMRI set forth in Section IV.6:
- Target identification and validation.
  - Biomarker identification and validation.
  - Reagent development (including cell lines, recombinant proteins, substrates and assay buffers).
  - Proteomics.
  - Assay development (including development of new assays for known or novel biological targets or biomarkers and modification and improvement of existing assays for known targets or biomarkers).
  - Screening (synthetic or natural product), tissue, cell, blood or plasma samples.
  - Testing to support SAR programs (including activity, selectivity, binding, biomarker, mechanism of action, DMPK and in vitro toxicology studies).
  - Construction of screening libraries (synthetic or natural product).
  - Natural product drug discovery (fermentation, isolation, structure elucidation, process optimization, biocatalysis and lead optimization, etc).
- (b) The Parties agree that both Phase I Equipment and Phase II Equipment shall be acquired, installed, Maintained, and upgraded by PerkinElmer Health Sciences, Inc. (“PerkinElmer”), in support of the activities, services, and collaborations contemplated in this Agreement, in return for the PerkinElmer investment and job commitments outlined in this Agreement and in a separate written agreement between BNMC, Foundation of behalf of CNSE, and PerkinElmer (“PerkinElmer Agreement”). FOUNDATION and BNMC shall use best efforts to document in the PerkinElmer Agreement any PerkinElmer obligations described in this Agreement.
- (c) The Parties agree that any Core Drug Innovation Services performed at the Center shall be performed and coordinated solely by AMRI, irrespective of which Party or third party the Core Drug Innovation Services are being performed for. Any Core Drug Innovation Services

performed by AMRI for any other Party will be paid for by the other Party to AMRI at fair market value, which shall include, but not be limited to, the actual and reasonable cost related to the operation of the Phase I Facility and/or Phase II Facility incident to the use of such facilities for such services, and on commercially reasonable terms. If AMRI secures a third party pharmaceutical industry partner or customer for the Center, then any amount paid by the third party for the Core Drug Innovation Services shall be paid to and retained by AMRI.

- (d) The Parties further agree that if either FOUNDATION, BNMC, or PerkinElmer secure a third party partner for the Center to provide Core Drug Innovation Services, then such percentage, as mutually agreed to by the Parties in writing, of the amount paid by such third party partner for the Core Drug Innovation Services shall be paid to FOUNDATION, BNMC, or PerkinElmer in such proportions as mutually agreed to in writing by AMRI, FOUNDATION, BNMC, and PerkinElmer.

### III.5 Program Phases

The Parties agree that the Center will be established, and that the Phase I Facility and the Phase II Facility will be equipped with the Equipment, in two phases. The first phase ("Phase I") is to be established at the Phase I Facility with the Phase I Equipment. Phase I will begin on the Effective Date of this Agreement. The second phase ("Phase II") is to be established at the Phase I Facility and Phase II Facility with the Phase I and Phase II Equipment. Phase I is subject to the terms and conditions of this Agreement, and the Parties intend to enter into a separate written extension agreement of this Agreement for the start-up, implementation and conduct of Phase II ("Phase II Agreement"). The Parties anticipate that Phase II will begin during the third year after the Effective Date of this Agreement. Decisions related to entering into the Phase II Agreement shall be made by the Joint Program Committee, as set forth in Section VIII.1 of this Agreement.

## IV. **AMRI PROGRAM CONTRIBUTION OBLIGATIONS**

### IV.1 AMRI-CNSE-BNMC Innovation and Commercialization Ecosystem

AMRI agrees to establish with FOUNDATION/CNSE and BNMC on or before the Target Commission Date, a center to be located at the Phase I Facility and Phase II Facility and called the AMRI-CNSE-BNMC Innovation and Commercialization Ecosystem for the co-creation, joint operation, and establishment of a next generation "gold standard" drug discovery and translational research program that includes natural product, chemically-synthesized and next generation libraries. AMRI will provide expert pharmaceutical know-how and will be an industry liaison to the pharmaceutical industry for the Center for the activities outlined herein. Any fee-for-service Core Drug Innovation Services performed at the Center and at the Phase I Facility and/or Phase II Facility shall be performed and coordinated solely by AMRI using the Phase I Equipment and/or Phase II Equipment. AMRI shall be responsible for operating and managing all aspects of the AMRI Core Drug Innovation Services and screening operations within the Center at the Phase I Facility and Phase II Facility, including, without limitation, hiring the workforce to perform AMRI activities for the Center.

IV.2 Screening Libraries

AMRI hereby licenses to FOUNDATION, on behalf of CNSE, or its designee, non-exclusively and royalty-free, its natural product, compound, commercial sample, and synthetic compound libraries designed for drug discovery screening (“AMRI Compound Libraries”), which are described in Exhibit B-3 and valued at equal to or greater than \$30 million, for use to perform the Core Drug Innovation Services and certain other activities at the Center, as set forth in Section III of this Agreement. The term of the AMRI Compound Library license shall commence on the later date of the last party to sign the PerkinElmer Agreement, the signing by AMRI of a lease for the Phase I Facility, or securing Phase I Funding, and extend until the later of termination or expiration of this Agreement or the Phase II Agreement. The reasonable costs associated with moving and storage of the AMRI Compound Libraries to the Phase I Facility will be paid by FOUNDATION using, to the extent required to pay for such reasonable costs, a portion of the \$40 million of the Phase I Funding set forth in Section IV.5 that is to be allocated to the acquisition of the Phase I Equipment.

IV.3 Lease of Phase I Facility and Phase II Facility

AMRI agrees to lease from BNMC, or a BNMC Affiliate, sufficient square feet of space as mutually agreed to in writing by the Parties within the Phase I Facility for the conduct of AMRI’s drug screening operation within the Center in accordance with this Agreement, at the rate of one dollar (\$1.00) per year. Subject to the Parties entering into a Phase II Agreement, AMRI further agrees to lease from BNMC, or a BNMC Affiliate, sufficient square feet of space as mutually agreed to in writing by the Parties within the Phase II Facility for the conduct of AMRI’s drug screening operation within the Center in accordance with this Agreement, at the rate of one dollar (\$1.00) per year. The full details of the lease of space within the Phase I Facility and the Phase II Facility by AMRI from BNMC or its Affiliate will be set forth in separate written lease agreements between AMRI and BNMC or its Affiliate.

IV.4 Lease of Equipment

AMRI hereby leases from FOUNDATION the Phase I and Phase II Equipment for use in support of the Program and the Core Drug Innovation Services that will be performed and coordinated solely by AMRI, consistent with the terms of this Agreement, at the rate of one dollar (\$1.00) per year. The term of the Phase I Equipment lease shall commence on the date of installation of such Phase I Equipment, and extend until the later of termination or expiration of this Agreement or the Phase II Agreement. The term of the Phase II Equipment lease shall commence upon the effective date of the Phase II Agreement, and extend until the termination or expiration of the Phase II Agreement. The Phase I and Phase II Equipment shall be located at the Phase I Facility and Phase II Facility. AMRI agrees that both of the Phase I and Phase II Equipment shall be acquired by, installed, Maintained, and upgraded by PerkinElmer, in support of the activities, services, and collaborations contemplated in this Agreement. The acquisition of all Equipment under this Agreement, and any Maintenance regarding the Equipment, shall be managed by the Joint Program Committee in accordance with Section XIII.1. The Parties further agree that all Maintenance costs of the Phase I and Phase II Equipment will be mutually agreed to in writing between the parties to the PerkinElmer Agreement.



IV.5 New York State Funding

The FOUNDATION, on behalf of CNSE, and BNMC commit to work in good faith with AMRI to secure \$55 million (“Phase I Funding”) from the State of New York and other sources to establish the Phase I Facility and acquire the Phase I Equipment. \$15 million of the Phase I Funding will be dedicated to the establishment of the Phase I Facility, while \$40 million of the Phase I Funding will be allocated to the acquisition of the Phase I Equipment through PerkinElmer, in return for the PerkinElmer investment and job commitments outlined in this Agreement and in the PerkinElmer Agreement. Subject to the Parties entering into a Phase II Agreement, the FOUNDATION on behalf of CNSE and BNMC will work in good faith with AMRI to secure \$20 million (“Phase II Funding”) from the State of New York and other sources to establish the Phase II Facility and acquire the Phase II Equipment. The FOUNDATION on behalf of CNSE agrees to work in good faith with AMRI and PerkinElmer to allocate up to \$1.5 million a year for up to two years of the \$40 million of the Phase I Funding to fund a core group of 15 AMRI employees who would be dedicated to setting up and optimizing the Phase I Equipment to enable the open access work platform and who will be included in the employment targets for AMRI set out in Section IV.6. At the conclusion of the Phase I Equipment set up and optimization period, the AMRI staff would be funded with operating funds generated from the open access work platform with external companies. The open access work would include compound and natural product plating and replenishment, screening tech transfer, validation and testing, along with other scientific activities around these basic activities that would be required. The FOUNDATION on behalf of CNSE further agrees to work in good faith with AMRI to identify \$1.5 million for a third year, if needed, to help fund AMRI required resources to support the vision of the Center.

IV.6 Employment Targets

AMRI agrees to create 75 high tech jobs for the Program and to be located at the Phase I Facility and Phase II Facility, with 55 of such 75 jobs being created during Phase I and, subject to the Parties entering into a Phase II Agreement, with the remaining 20 of such 75 jobs being created during Phase II. The Parties agree that up to 12-15 of the AMRI jobs will be initially funded as outlined in Section IV.5. These jobs can be for AMRI employees or for employees of third parties (excluding PerkinElmer) who are identified by AMRI to join in the mission of the FOUNDATION and the Center and agree to locate jobs in Western New York at the Center or otherwise. These jobs will support AMRI’s activities at the Center, including the provision of fee-based Core Drug Innovation Services for third parties. AMRI commits to work in good faith to retain these jobs for a period of no less than 5 years. The jobs that are set forth in this Section are expected to meet the requirements of the funding agency(ies) supporting this Agreement. AMRI also agrees to work in good faith with BNMC and FOUNDATION, on behalf of CNSE, to secure 175 high tech jobs from PerkinElmer, in return for PerkinElmer acting as the equipment supplier and purchaser for the Phase I Facility and the Phase I Equipment. AMRI further agrees to work in good faith with BNMC and FOUNDATION, on behalf of CNSE, to secure additional high tech jobs from PerkinElmer, in return for PerkinElmer acting as the equipment supplier for the Phase II Facility and the Phase II Equipment. The number of these additional PerkinElmer jobs will be determined based on a ratio of 7 additional jobs for every \$1 million in additional equipment purchases from PerkinElmer under Phase II of the Program.

IV.7 Additional Sources of Funding

AMRI commits to work with FOUNDATION, on behalf of CNSE, and BNMC to identify sources of funding to develop, demonstrate, and deploy future generations of drug discovery, development and deployment techniques and procedures for life sciences, biomedical, pharmaceutical and other related fields. Such funding is projected to be generated from public and private funding sources.

IV.8 Collaboration with PerkinElmer

AMRI commits to work with BNMC and Foundation, on behalf of CNSE, to collaborate with PerkinElmer to enable PerkinElmer to carry out next generation “gold standard” equipment, tools, and infrastructure development and deployment for drug discovery and delivery at the facility that leverages natural product, chemically-synthesized and next generation chemical libraries. This collaboration will be critical for PerkinElmer in targeting resources to develop next generation analysis and characterization tools that would benefit AMRI, PerkinElmer, BNMC and their partners and members.

IV.9 Partnership Sponsorship

AMRI will use best efforts to promote and market the facilities, services, research and other activities related to the Center initiative to its existing and future partners, customers and markets to best advance the capabilities and improve the market share of the Parties.

IV.10 Contribution Verification and Audit

AMRI shall provide FOUNDATION with reports verifying AMRI’s contributions to the Program and the fair market value of such contributions and such other information as reasonably requested by FOUNDATION, with such reports being duly acknowledged by an officer of AMRI and in such form as reasonably requested by FOUNDATION. During such audit, FOUNDATION or its accounting firm may examine and copy AMRI’s books, records, documents, and other supporting data relating to this Agreement and the Program expenditures. AMRI shall maintain accurate books, records, documents, and other supporting data which relate to all financial matters concerning the Program and its obligations under this Agreement for seven (7) years from the date of termination of this Agreement. FOUNDATION will notify AMRI in writing before any audit and will conduct such audit at reasonable times.

IV.11 Intentionally Omitted

**V. BNMC PROGRAM CONTRIBUTION OBLIGATIONS**

V.1 Phase I Funding and Phase II Funding

BNMC commits to work in good faith with FOUNDATION, on behalf of CNSE, and AMRI to secure the Phase I Funding (\$55M) from the State of New York and other sources to establish the Phase I Facility and acquire the Phase I Equipment and, subject to the Parties entering into a Phase II Agreement, to secure the Phase II Funding (\$20M) from the State of New York and other

sources to establish the Phase II Facility and acquire the Phase II Equipment. BNMC will provide the Phase I Facility and, subject to the Parties entering into a Phase II Agreement, Phase II Facility to accommodate the needs of the Parties under this Agreement and the Center as soon as possible, with a target date of June 30, 2014 (“Target Commission Date”) for the Phase I Facility. The Phase I Facility and, subject to the Parties entering into a Phase II Agreement, Phase II Facility will be provided pursuant to guidelines from FOUNDATION, on behalf of CNSE, AMRI and PerkinElmer to house dedicated laboratory, office, service and other spaces to support, the general operations of the Center, and AMRI’s chemical libraries, drug screening, discovery and translational research program, and joint research initiatives of the Parties.

V.2 Facility Lease

BNMC agrees to lease, or to cause to be leased, to AMRI sufficient square feet of space as mutually agreed to in writing by the Parties within the Phase I Facility for the location of Center and its activities and for conduct of AMRI’s drug screening operation in accordance with this Agreement. BNMC further agrees, subject to the Parties entering into a Phase II Agreement, to lease, or cause to be leased, to AMRI sufficient square feet of space as mutually agreed to in writing by the Parties within the Phase II Facility for the location of the Center and its activities and for the conduct of AMRI’s drug screening operation in accordance with this Agreement. The full details of the leases of space within the Phase I Facility and the Phase II Facility will be set forth in separate written lease agreements with AMRI.

V.3 Partnership Sponsorship

BNMC will use best efforts to promote and market the facilities, services, research and other activities related to the Center initiatives to its existing and future partners, customers and markets to best advance the capabilities and improve the market share of the Parties. BNMC will further use best efforts to build partnerships between the Parties and BNMC member institutions and partners, including, without limitation, the University of Buffalo and the Jacobs Institute, for the conduct programs in furtherance of the Objectives and Essential Purposes of this Agreement as outlined in Section III.

V.4 Contribution Verification and Audit

BNMC shall provide FOUNDATION with reports verifying BNMC’s contributions to the Program and the fair market value of such contributions and such other information as reasonably requested by FOUNDATION, with such reports being duly acknowledged by an officer of BNMC and in such form as reasonably requested by FOUNDATION. During such audit, FOUNDATION or its accounting firm may examine and copy BNMC’s books, records, documents, and other supporting data relating to this Agreement and the Program expenditures. BNMC shall maintain accurate books, records, documents, and other supporting data which relate to all financial matters concerning the Program and its obligations under this Agreement for seven (7) years from the date of termination of this Agreement. FOUNDATION will notify BNMC in writing before any audit and will conduct such audit at reasonable times.

**VI. FOUNDATION PROGRAM CONTRIBUTION OBLIGATIONS**

**VI.1 Phase I Funding and Phase II Funding**

FOUNDATION, on behalf of CNSE, commits to work in good faith with BNMC and AMRI to secure the Phase I Funding (\$55M) from the State of New York and other sources to establish the Phase I Facility and acquire the Phase I Equipment and, subject to the Parties entering into a Phase II Agreement, to secure the Phase II Funding (\$20M) from the State of New York and other sources to establish the Phase II Facility and acquire the Phase II Equipment.

**VI.2 Equipment**

FOUNDATION will use best efforts to equip the Phase I Facility with the Phase I Equipment to facilitate the start of AMRI operations at the Phase I Facility as soon as possible with a target date of the Target Commission Date. FOUNDATION will own and AMRI will lease the Phase I Equipment as set forth in IV.4 of this Agreement.

**VI.3 Workforce Education and Training/Other Incentives**

FOUNDATION will use best efforts to support the job creation commitments of AMRI under this Agreement by making available its facilities in support of educational programs to train and educate the high technology workforce necessary to operate AMRI's drug discovery and delivery activity as well as other programs requiring a skilled workforce located at the Center.

**VI.4 R&D Funding Targets**

FOUNDATION commits to work with AMRI to identify sources of funding to develop, demonstrate, and deploy future generations of analysis and characterization tools, techniques and procedures for life sciences, biomedical and other related fields. Such funding is projected to be generated from public and private funding sources.

**VI.5 Partnership Sponsorship**

FOUNDATION will use best efforts to promote and market the facilities, services, research and other activities related to the Center initiatives to its existing and future partners, customers and markets to best advance the capabilities and improve the market share of AMRI, subject to AMRI providing technically and financially competitive products and services.

**VII. EQUIPMENT ACCESS**

AMRI, FOUNDATION on behalf of CNSE, and BNMC shall have the right to access ("Access Time") the Phase I Equipment at the Phase I Facility and, subject to the Parties entering into a Phase II Agreement, the Phase II Equipment at the Phase II Facility for Projects and other activities contemplated by this Agreement in accordance with Exhibit F. Non-Party, other than PerkinElmer, physical access to the Equipment shall not be granted by AMRI unless mutually agreed to in writing by the Parties.

**VIII. FOLLOW ON AGREEMENTS**

The Parties acknowledge and agree that they are continuing to develop the full scope of terms under which the Parties will conduct this alliance. The Parties acknowledge and agree that the key terms are contained in this Agreement; however, one or more follow on contracts and/or amendments in addition to this Agreement may be needed to fully detail and complete the Parties' current and expected subsequent understandings. Therefore, it is anticipated that this Agreement will be amended and/or supplemented to accommodate the Parties further agreement on terms.

**IX. PRINCIPAL INVESTIGATOR**

FOUNDATION shall provide or shall cause to be provided ALAIN KALOYEROS as the principal investigator regarding all technical, programmatic and facilities use requirements in respect of the terms and conditions of this Agreement and regarding the supervision, management and operation of the Program. If ALAIN KALOYEROS's affiliation with CNSE should terminate for any reason, an appropriate replacement shall be appointed by FOUNDATION. GRANT CARR shall be the principal investigator for AMRI, subject to replacement at AMRI's discretion.

**X. FOUNDATION/CNSE GUIDELINES**

FOUNDATION/CNSE may provide to AMRI documents setting forth guidelines applicable to (a) AMRI's employees and agents that are resident or working at the CNSE Facilities and, to the extent applicable, such guidelines shall be consistent with the terms and conditions of this Agreement, and (b) AMRI's use of CNSE Facilities for conducting operations of the Program. The Parties shall agree upon and shall document other facility guidelines that shall apply to the Parties' employees and agents participating in the Program.

**XI. INTELLECTUAL PROPERTY**

Rights in and obligations with respect to intellectual property created under this Agreement shall be in accordance with the terms of Exhibit C. Except as set forth in Exhibit C, no rights in any intellectual property are conveyed or granted by or under this Agreement.

**XII. PROJECTS**

The Parties may from time to time during the Term of this Agreement mutually agree to define and enter into one or more Statement(s) of Work ("SOW(s)") for Joint Projects in accordance with Exhibit C.

**XIII. PROGRAM MANAGEMENT, REVIEW AND DISPUTE RESOLUTION**

XIII.1. The Parties shall establish a joint committee ("Joint Program Committee") to manage the activities of the Program, including, without limitation, the acquisition, operation, Maintenance, and access to the Equipment, consistent with the terms of this Agreement. Each Party shall designate an individual as its representative ("Joint Program Committee Representative") on the Joint Program Committee and the Joint Program Committee shall consist exclusively of such Joint Program Committee Representatives. The FOUNDATION's Joint Program Committee

Representative shall chair the Joint Program Committee. The Joint Program Committee shall hold meetings on at least a quarterly basis or more frequently as may be decided by the Joint Program Committee. A Party may change its Joint Program Committee Representative by providing ten (10) days advance written notice to the other Parties. The Joint Program Committee may designate subcommittees and/or any one or more of the Program Managers to determine any particular issues and manage any given operations under this Agreement, as the Joint Program Committee deems appropriate consistent with the terms of this Agreement.

- XIII.2 The Joint Program Committee will establish an annual program review process with appropriate senior executives of the Parties of at least the level of Vice President or other comparable level as defined by each Party.
- XIII.3. Each Party shall designate a "Program Manager" to oversee its participation in Projects and the Program.
- XIII.4 The Program Managers will exercise reasonable efforts in attempting to reach mutual agreement on all issues and matters under their consideration. If the Program Managers cannot reach agreement in a reasonable amount of time, the Program Managers shall refer the dispute in writing to the Joint Program Committee and, if the Joint Program Committee is unable to reach a mutual resolution, then to the senior executives of the Parties that are designated under Section XIII.2, who shall discuss and meet in person, if necessary, in order to negotiate a resolution to the dispute.

#### **XIV. TERM AND TERMINATION**

##### **XIV.1 Term**

The term of this Agreement begins on the Effective Date and shall extend for seven (7) years, unless the Parties extend the term of this Agreement in accordance with the terms of this Agreement or unless this Agreement is terminated by a Party in accordance with the terms of this Agreement ("Term"). The Parties may mutually agree in a written amendment to this Agreement to extend the Term of this Agreement for such period of time as the Parties agree.

##### **XIV.2 Agreement Termination for Breach, Default or Failure to Perform**

If a Party becomes a breaching Party (the "Breaching Party") by breaching, defaulting or failing to perform any representation, warranty, covenant, obligation or agreement hereunder in any respect that is material to this Agreement, then any other Party (the "Non-Breaching Party") may terminate this Agreement through a written notice to the Breaching Party (the "Breach Notice") enumerating the Breaching Party's breach(es) or failure(s) to perform or event(s) of default under this Agreement; provided, that within ninety (90) calendar days after the date upon which the Breach Notice was delivered to the Breaching Party, the Breaching Party shall be entitled to cure any of the breaches, failures to perform or events of default identified in the Breach Notice. If at the end of the 90-day cure period, any of the identified breaches, failures to perform or events of default have not been cured, the Non-Breaching Party may, by a signed written notice, terminate this Agreement with respect to the Breaching Party and such termination shall be effective immediately. Notwithstanding the above, if the Breaching Party

commences to cure the breaches, failures to perform or events of default identified in the Breach Notice within the 90-day cure period, but is unable to reasonably complete the cure within such period, the Breaching Party may, upon written request to the Non-Breaching Party prior to the end of the original cure period, together with a reasonably detailed explanation of how such cure would be achieved, have an additional 90-day cure period to complete the cure if such written request is granted by the Non-Breaching Party.

XIV.3 Other Agreement Termination Events

If any Party (an "Affected Party") commits, engages in or suffers any of the following events, then any other Party may terminate this Agreement with respect to the Affected Party and such termination shall be effective immediately:

- (a) Becomes insolvent, is dissolved or liquidated, files or has filed against it (and it is not dismissed within ninety (90) days of filing) a petition in bankruptcy, reorganization, dissolution or liquidation or similar action, is adjudicated as bankrupt, or has a receiver appointed for its business;
- (b) Has all or a substantial portion of its capital stock or assets expropriated or attached by any government entity;
- (c) Makes an assignment of this Agreement for the benefit of creditors;
- (d) Is subject to property attachment, court injunction, or court order materially affecting its ability to honor its obligations under this Agreement; or
- (e) Suffers a Change of Control, without the prior approval of the other Party, which approval shall not be unreasonably withheld; provided that a Change of Control in AMRI shall not permit termination by any other Party.

XIV.4 Effects of Agreement Termination, Party Termination

- (a) If a Party's participation in this Agreement is terminated by another Party in accordance with Sections XIV.2 or XIV.3, such Party shall be termed a "Terminated Party" herein, and the other Party (as to whose participation in this Agreement has not terminated) shall be termed the "Continuing Party" herein. Any Continuing Party may, upon thirty (30) days prior written notice to any other Continuing Party, terminate its participation in and obligations under this Agreement, with no penalty hereunder, if the termination of a Terminated Party materially affects the Continuing Party's participation.
- (b) Any termination of the entire Agreement shall result in termination of all Projects and all other Program-related activities. Any termination with respect to a Terminated Party shall terminate the Terminated Party's current and/or prospective participation in all Project activities as of the effective date of the Terminated Party's termination, but shall not relieve such Terminated Party of liability under Section XIV.5 or as otherwise provided in this Agreement.
- (c) Upon termination of a Terminated Party's participation in this Agreement, the Terminated Party shall destroy or return to the Continuing Party all Confidential Information (as defined in Exhibit D) of the Continuing Party, as well as all copies and resumes thereof (except one (1) copy thereof which may be retained for archival and legal purposes), and the Terminated Party shall so certify such return or destruction in writing to the Continuing Party.

XIV.5 Liability upon Termination

- (a) If FOUNDATION is the Terminated Party, FOUNDATION'S total cumulative liability for the entirety of any remaining contributions and payments described in Section VI of this Agreement shall not, under any circumstances, exceed the total amount of New York State committed contributions that have come due to the Program as of the date of termination minus any payments and the fair market value of any contributions previously made.
- (b) If AMRI is the Terminated Party, AMRI's total cumulative liability for the entirety of any remaining contributions described in Section IV hereof shall not, under any circumstances, exceed the amounts and/or remedies set forth under Section XVII.3 of this Agreement.
- (c) If BNMC is the Terminated Party, BNMC's total cumulative liability for the entirety of any remaining contributions and payments described in Section V hereof shall not, under any circumstances, exceed the total amount of New York State committed contributions that have come due to the Program as of the date of termination minus any payments and the fair market value of any contributions previously made.



**XIV.6 Failure of State Funding and/or Failure to Enter PerkinElmer Agreement**

FOUNDATION is reliant on the allocation of New York State funds to satisfy FOUNDATION's contribution obligations under Sections VI.1 and VI.2 of this Agreement. In the event that the requisite New York State funding is not allocated to FOUNDATION as set forth in Section VI.1 of this Agreement within 180 days of the Effective Date: (a) FOUNDATION shall have the right to terminate this Agreement upon thirty (30) days written notice to the other Parties; and (b) AMRI shall have the right to terminate this Agreement upon thirty (30) days written notice to the other Parties. In the event FOUNDATION and BNMC fail to enter into the PerkinElmer Agreement within 180 of the Effective Date, AMRI shall have the right to terminate this Agreement upon thirty (30) days written notice to the other Parties and FOUNDATION shall have the right to terminate this Agreement upon thirty (30) days written notice to the other Parties. Termination under this Section XIV.6 shall not be regarded as termination for breach, default or failure to perform under Section XIV.2 or other termination events under Section XIV.3, but rather shall be considered termination by reason of impossibility. No Party shall have any further obligations except those which apply to termination under this Section XIV.6 or which otherwise survive termination as set forth in this Agreement.

**XV. PUBLICITY**

XV.1 Any press releases, public announcements, and publicity regarding this Agreement, the relationship between the Parties, or the content and results of Projects must be approved by both Parties in writing prior to any press release, public announcement, or other publicity by either Party or by the State of New York, excluding any non-public communication that is internal to any individual Party or used solely by the Parties within the Program.

XV.2 FOUNDATION may publicly reveal the existence of and the total contribution amounts under this Agreement without prior consent from the other Parties and AMRI may make any press release, SEC filing or other public announcement that may is required by law without the consent of the Foundation, notwithstanding the provisions of Section XVI of this Agreement.

XV.3 Any public use by either Party of the names or logos associated with the other Party requires the prior written consent of the other Party.

**XVI. CONFIDENTIAL INFORMATION**

The Parties agree that the terms set forth in Exhibit D of this Agreement shall govern the handling of Confidential Information disclosed by a Party to another Party during the Term of this Agreement.

**XVII. REPRESENTATIONS/WARRANTIES/LIABILITIES/INDEMNIFICATION**

XVII.1 As of the Effective Date, each Party represents and warrants, as applicable, the following:

(a) Each Party has the authority to enter into this Agreement and perform its obligations under this Agreement and any other documents and instruments contemplated hereby to be executed and delivered by such Party.

- (b) The execution, delivery and performance by such Party of this Agreement and all of the documents and instruments contemplated hereby to be executed and delivered by such Party are within the legal power and authority of such Party and have been duly authorized by all necessary action of such Party. This Agreement is, and the other documents and instruments required hereby to be delivered by it will be, when executed and delivered, the valid and binding obligations of such Party, enforceable against such Party in accordance with their respective terms.
- (c) To the Knowledge of such Party, the execution, delivery and performance of this Agreement and all of the other documents and instruments contemplated hereby to be executed and delivered by such Party does not and will not conflict with or violate any material judgment, order or decree binding on such Party.
- (d) Such Party has the full right, power and authority to grant any licenses to be granted by such Party pursuant to this Agreement.
- (e) There are no outstanding agreements, assignments or encumbrances that have been made by such Party and by which such Party is bound and that are inconsistent with or are violated by the provisions of or granting of such licenses.
- (f) There is no litigation, governmental investigation, suit, action, proceeding or written claim of any kind pending and to the Knowledge of the Parties, none are threatened against the Parties or any of their respective subsidiaries or affiliates affecting the ability of the Parties to perform their respective obligations under this Agreement.

XVII.2 Injunctive Relief

Notwithstanding the other provisions of this Agreement, either Party may enforce any breach during the term of this Agreement of any of the specific provision(s) of this Agreement by commencing an action for injunctive or other equitable relief at any time.

XVII.3 Limitations of Liability

- (a) Except for (i) a Party's failure to make the specific payments, contributions, deliveries or provide the services or support under Sections IV, V, and VI of this Agreement, (ii) a Party's respective obligations under Sections XI and XVI, and (iii) matters or claims in respect of this Agreement that relate to workers compensation, bodily injury, death, sickness, disease, disability and damage or destruction to real or personal property, tools and equipment, each Party's total cumulative liability for any and all matters, causes of action or indemnifications in any way relating to this Agreement or for the performance or non-performance or breach of any representation, warranty, covenant, duty or obligation under this Agreement, regardless of the form of action, shall be limited to damages and/or payments which shall not exceed \$10 Million, in the aggregate.
- (b) With respect to only subsections (i) and (iii) of Section XVII.3(a) of this Agreement, each Party's total cumulative liability for any and all matters, causes of action or

indemnifications (including, but not limited to, Section XVII.5 of this Agreement) in any way relating to such subsections or for the performance or non-performance of any covenant, duty or obligation thereunder, regardless of the form of action, shall be limited to damages and/or payments which shall not exceed in the aggregate (1) for each of FOUNDATION and BNMC, with respect to Section XVII.3(a)(i) of this Agreement, the remaining amount due by such Party under Sections V and VI; and (2) with respect to Section XVII.3(a)(iii) of this Agreement, only for those matters or claims that relate to damage or destruction to real or personal property, tools and equipment, not to exceed the fair market value of the personal property, tools and equipment at issue. Notwithstanding anything express or implied to the contrary in this Agreement, in the event of any breach of obligations described in Section IV of this Agreement by AMRI, each of the FOUNDATION's and BNMC's sole remedy shall be the continuation of the license provided pursuant to Section IV.2 for the remainder of the Term.

- (c) Notwithstanding anything to the contrary contained elsewhere in this Agreement, the Parties agree that any liability or obligations under this Agreement shall not include any special, punitive, indirect, incidental or consequential damages, including, but not limited to, lost profits, even if a Party has been made aware of the possibility of such damages.

#### XVII.4 Insurance

AMRI and BNMC shall each obtain the insurance coverage and/or limits in accordance with Exhibit E and AMRI and BNMC each agree to the terms set forth in Exhibit E.

#### XVII.5 Indemnification

- (a) Each Party (the "Indemnitor") to this Agreement shall indemnify, save, hold harmless and defend the other Party and its officers, directors, managers, shareholders, employees, agents, advisors and assigns (collectively, "Indemnitee") and (b) AMRI and BNMC, as Indemnitors, shall each also indemnify, save, hold harmless and defend the State of New York and SUNY (including CNSE) and their officers, directors, managers, shareholders, employees, Affiliates, agents, advisors and assigns (collectively, "Indemnitee"), in each case from and against any and all third party claims, damages, demands, actions, judgments, lawsuits, proceedings, assessments, liabilities, losses, penalties, costs and expenses (including, without limitation, reasonable attorneys' fees, costs and expenses), whether or not subject to litigation (collectively, "Indemnified Claims"), incurred by any Indemnitee to the extent arising out of (i) the breach of any representation or warranty of the Indemnitor that is contained in this Agreement, (ii) the breach of any covenant or obligation of the Indemnitor (or its employees or agents) in this Agreement; (iii) any grossly negligent act or omission, fraud or self-dealing of the Indemnitor (or its employees or agents) in connection with the performance of this Agreement, (iv) any damage or destruction of property, or injury, sickness, disease or death to persons, resulting from the Indemnitor's or its employees' or agents' negligence or misconduct, or (v) any act or omission or violation of statutory duty or regulation by the Indemnitor or any of its employees or agents, in each case, except to the extent such Indemnified Claim is determined by a final judgment by a court of competent jurisdiction to be caused by the Indemnitee's negligence or material breach

of this Agreement. AMRI shall also defend, indemnify and hold harmless FOUNDATION and SUNY (including CNSE) and the State of New York and their officers, directors, managers, shareholders, employees, Affiliates, agents, advisors and assigns as set forth herein, from Indemnified Claims to the extent arising from any goods and/or services arising under this Agreement, provided, made, sold and/or transferred by AMRI, except to the extent such Indemnified Claim is caused by the Indemnitee's negligence or breach of this Agreement. Each Party's liability for its respective obligations under this Section XVII.5 shall be limited to and not exceed \$10,000,000.00 in the aggregate and not on an Indemnified Claim by Indemnified Claim basis.

- (b) An Indemnitee, for purposes of asserting the indemnifications under this Section, will give the applicable Indemnitor written notice of any Indemnified Claim within thirty (30) days after the Indemnitee (a) receives notice of an Indemnified Claim for which indemnification is sought or (b) determines that an event of which it is aware is likely to give rise to an Indemnified Claim for indemnification, and the Indemnitee will give copies to the Indemnitor of all information and documents relating to such Indemnified Claim or potential Indemnified Claim that are received by the Indemnitee within thirty (30) days after the Indemnitee's receipt thereof or, if applicable, within thirty (30) days after the Indemnitee makes the determination referred to in clause (b); provided, that the failure of the Indemnitee to give notice or deliver copies of information or documents within the specified time periods shall not limit the Indemnitee's right to claim indemnification hereunder, except to the extent that the Indemnitor can demonstrate that it was actually damaged by the failure to give notice or provide information or documents within the specified time periods. The applicable Indemnitor will be obligated to defend any Indemnified Claim for indemnification hereunder, and to select counsel for any third-party Indemnified Claim, which counsel shall be reasonably satisfactory to the Indemnitee, all at the sole cost and expense of the Indemnitor; provided, that the Indemnitee will be allowed, at its expense, to participate in such defense; provided, further, that no settlement shall be entered into without the approval of the Indemnitee; provided further, that in the event the Indemnitor proposes in good faith to settle an Indemnified Claim that requires solely the payment of money damages by the Indemnitor on terms acceptable to the third-party claimant and the Indemnitor is ready, willing and able to completely satisfy the Indemnified Claim on such terms but the Indemnitee does not consent to the settlement on such terms, the Indemnitee shall be responsible for all liability or expenses (including reasonable legal expenses and costs) with respect to such Indemnified Claim that exceed the proposed settlement amount, including all legal expenses and costs incurred after the date the Indemnitee initially gave notice to the Indemnitor withholding its consent to the proposed settlement. Notice of the Indemnitor's intention to defend any such Indemnified Claim shall be given to the Indemnitee within twenty (20) days after the Indemnitee shall have notified the Indemnitor of the Indemnified Claim (but in all events at least five (5) business days prior to the date that an answer or other response is due to be filed or made), which notice shall contain an acknowledgment in writing of the Indemnitor's obligation to indemnify the Indemnitee with respect to such Indemnified Claim under this Section. In the event the Indemnitor fails or elects not to defend any such Indemnified Claim hereunder, the Indemnitee shall have the right to so defend such Indemnified Claim at

the sole obligation, cost and expense of the Indemnitor. In the event of any Indemnified Claim(s) brought against multiple Indemnitees, for which AMRI is obligated to defend, AMRI at its sole discretion may elect to choose a single counsel to represent the Indemnitees, and the Indemnitees shall enter into a joint defense agreement on commercially reasonable terms.

- (c) The indemnifications set forth in this Agreement shall remain operative and in full force and shall survive the execution and performance hereof and the termination or expiration of this Agreement, as well as the withdrawal of either Party from this Agreement for any reason.

XVII.6 Limitation of Representations and Warranties

Except to the extent described in this Agreement, no Party makes any representation or warranty, express or implied, with respect to the condition or suitability of the CNSE Tools, CNSE Facilities, Core Drug Innovation Services, or any part thereof in respect of the operations and activities of the Program, including but not limited to any implied warranties of merchantability or fitness for a particular purpose, or warranty of non-infringement of third party intellectual property rights.

XVII.7 Assumption of Risk

Solely as between AMRI, the FOUNDATION and BNMC, AMRI assumes the risks involved in the use of and the access to the Equipment and shall be solely responsible for any and all accidents and injuries to persons and property which relate to AMRI's use of and access to the Equipment in respect of the operations and activities of AMRI under this Agreement and AMRI agrees to accept the Equipment in their "AS-IS" "WHERE-IS" condition throughout the Term of this Agreement, except for Maintenance of the Equipment to be performed by PerkinElmer, which Maintenance FOUNDATION and/or BNMC shall use best efforts to document and obligate PerkinElmer to perform in the PerkinElmer Agreement or other written agreement related to the PerkinElmer Agreement. Any assumption of risks involved in the use of and access to either the Phase I Facility or the Phase II Facility or both shall be stated in the applicable lease agreement to be separately negotiated and entered into pursuant to Section IV.3.

XVII.8 Execution, Delivery and Performance

The Parties represent and warrant that the execution, delivery and performance of this Agreement does not and will not violate or create any material conflict with any of the terms or conditions of another agreement to which they are parties.

**XVIII. ASSIGNMENT**

Except with respect to an assignment of this Agreement by AMRI due to a Change of Control of AMRI or an assignment of this Agreement by AMRI to an entity that is under the Control of and wholly-owned by AMRI, AMRI and BNMC may not assign this Agreement or any of their respective rights afforded hereunder, without the prior written consent of FOUNDATION. Any assignment made in violation of this Section shall be void *ab initio*.

**XIX. COMPLIANCE WITH LAWS, REGULATIONS AND RULES**

XIX.1 Each Party agrees to comply with all applicable laws, rules and regulations of the State of New York, the United States Government and of any other duly constituted governmental authority having jurisdiction over such Party, to the extent applicable to the activities under this Agreement and as may be updated by the applicable governmental authority from time to time. The transfer of certain technical data and commodities may require a license from the cognizant agency of the United States Government and AMRI represents and warrants that it will not re-export data or commodities to certain foreign countries or nationals of certain foreign countries without prior approval of the cognizant government agency. While FOUNDATION agrees to cooperate in pursuing any license that the cognizant agency deems necessary in connection with this Agreement, FOUNDATION cannot guarantee that such licenses will be granted. Each Party shall do all things necessary (a) to obtain in a timely manner all required licenses and approvals related to the activities under this Agreement and (b) to comply with all applicable laws, rules and regulations, including, but not limited to, the regulations of the United States Government relating to the export and re-export of technical data and commodities, related to the activities under this Agreement. In addition to the foregoing, AMRI covenants that it will provide written certification by an authorized officer of the applicable corporation(s) that any export or re-export of any technical data and commodities related to activities under this Agreement will have a valid United States Department of Commerce export license or that no export license is required. The Parties hereby acknowledge that stricter United States Government regulations may apply to the export and re-export of technical data and commodities to any of the following countries or to the nationals of any of the following countries: Armenia, Azerbaijan, Belarus, Bulgaria, Cambodia, Cuba, Estonia, Georgia, Kazakhstan, Kyrgyzstan, Iran, Iraq, Laos, Latvia, Libya, Lithuania, Macao, Moldova, Mongolia, North Korea, People's Republic of China, Romania, Russia, Sudan, Syria, Tajikistan, Turkmenistan, Ukraine, Uzbekistan, and Vietnam or as updated by the U.S. Department of Commerce.

XIX.2 Each Party represents and covenants that it has, or will have in place, established procedures and/or agreements with its employees, agents or others, including subcontractors, whose services the Party may require to fulfill the terms and conditions of this Agreement, sufficient to enable such employees, agents or others to comply with all the terms and conditions of this Agreement, and covenants that it shall require these employees, agents or others, including subcontractors, and any third-party visitor or guest to the CNSE Facilities, to agree to necessary and sufficient confidentiality and intellectual property provisions in writing. Each Party shall be responsible for the selection and screening of its employees, agents or others who will be assigned to work on the Program. Each Party will ensure, by management direction and if necessary by contract, that its employees, agents or others comply with the laws, rules and

regulations of the State of New York, the United States Government and of any other duly constituted governmental authority having jurisdiction over such Party, as well as, the personnel, security and safety practices, procedures and requirements of the CNSE and FOUNDATION while such employees, agents or others are at the CNSE Facilities. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement shall be interpreted such that any person who is not an actual employee of a Party or, in the case of FOUNDATION, an actual employee of an Affiliate, shall be treated or construed as a common law employee of such Party.

**XX. LITIGATION/ APPLICABLE LAW/ JURISDICTION/ SERVICE**

- XX.1 The Parties shall attempt in good faith to promptly resolve any controversy, claim or dispute arising out of this Agreement, first in accordance with the provisions of Section XIII of this Agreement, and then, if the provisions of Section XIII of this Agreement are not successful, a Party may bring a legal action or proceeding to resolve such controversy, claim or dispute only in any United States Federal District Court located in the State of New York or in any state court of the State of New York. Each Party hereby consents to exclusive jurisdiction and venue of such courts. This Agreement shall be construed and the legal relations created herein between the Parties shall be determined in accordance with the substantive laws of the State of New York, without regard to the conflict of laws principles thereof. The Parties hereby expressly waive any right to a jury trial for any legal action or any proceeding brought under this Agreement, and the Parties agree that any legal action or proceeding hereunder shall be tried by a judge without a jury.
- XX.2 All communications, notices and disclosures required or permitted by this Agreement shall be in writing, shall be provided to a Party and shall be deemed to have been given at the earlier of the date when actually delivered to a Party or when deposited in the United States mail, certified or registered mail, postage prepaid, return receipt requested, by hand delivery, by overnight courier service with signed receipt or by facsimile transmission (with written confirmation of receipt thereof), and addressed as follows, unless and until such Party notifies the other Parties in accordance with a change of address:

In the case of FOUNDATION:

College of Nanoscale Science and Engineering  
257 Fuller Road  
Albany, NY 12203  
Attn: Dean Fuleihan, CNSE Operations Manager

With a copy to:

College of Nanoscale Science and Engineering  
257 Fuller Road  
Albany, New York 12203  
Attn: Dean Fuleihan

And

College of Nanoscale Science and Engineering  
257 Fuller Road  
Albany, New York 12203  
Attn: Brenda Lubrano-Birken, Esq., CNSE Vice President for Policy and  
Regulatory Affairs

In the case of AMRI:

Albany Molecular Research, Inc.  
Attn: Legal Dept.  
26 Corporate Circle  
Albany, New York 12203

In the case of BNMC:

Matt Enstice, President and CEO  
Buffalo Niagara Medical Campus  
640 Ellicott Street  
Buffalo, New York 14203

**XXI. MISCELLANEOUS**

- XXI.1 If any term or provision of this Agreement or the application thereof to a Party or set of circumstances shall, in any jurisdiction and to any extent, be finally held to be invalid or unenforceable, such term or provision shall only be ineffective as to such jurisdiction, and only to the extent of such invalidity or unenforceability, without invalidating or rendering unenforceable any other terms or provisions of this Agreement or under any other circumstances, so long as the remainder of this Agreement still effectuates the Essential Purposes. If the Essential Purposes cannot be effectuated, this Agreement shall be renegotiated and amended with the unanimous consent of the Parties. If unanimous consent of the Parties is unable to be reached within ninety (90) days of commencing negotiations, this Agreement may be terminated by any Party. Termination under this Section XXI.1 shall not be regarded as termination for breach, default or failure to perform under Section XIV.2 or other termination events under Section XIV.3, but rather shall be considered termination by reason of impossibility. No Party shall have any further obligations except those which otherwise survive termination as set forth in this Agreement.
- XXI.2 The failure of a Party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver or deprive that Party of the right to insist later on adherence thereto, or thereafter to insist upon strict adherence to that term or any other term of this Agreement. To be effective, any waiver must be in a writing signed by an authorized representative of the Party granting such waiver.



- XXI.3 The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement. The terms “herein”, “hereof”, “hereunder” and any similar terms used in this Agreement refer to this Agreement and all references to “this Agreement” refer to this instrument and the Exhibits hereto, as amended from time to time. The terms “including” or “include” shall mean “including, without limitation”, or “include, without limitation.”
- XXI.4 If a Party is rendered wholly or partially unable by Force Majeure to carry out its obligations under this Agreement, and if that Party gives prompt written notice, including a reasonable description of such Force Majeure, to the other Parties, the notifying Party shall be excused from performance of its obligations hereunder during the continuance of any inability so caused, but for no longer period. Such cause shall be remedied by the notifying Party as far as possible with reasonable speed and effort, but no Party shall have any obligation to settle any labor dispute. For the purposes of this Agreement, “Force Majeure” shall mean Acts of God, labor disputes, acts of public enemies or terrorists, war, other military conflicts, blockades, insurrections, riots, epidemics, quarantine restrictions, landslides, lightning, earthquake, fires, conflagration, storms, floods, washouts, arrests, civil disturbances, restraints by or actions of any governmental body (including export or security restrictions on information, material, personnel, equipment or otherwise), industry-wide shortages, industry-wide unavailability, and any other acts or events whatsoever, whether or not similar to the foregoing, not within the control of the Party claiming excuse from performance, which by the exercise of the diligence and reasonable efforts that Party shall not have been able to overcome or avoid. If the notifying Party cannot remedy the Force Majeure situation and resume satisfactory performance within ninety (90) days after delivery of the notice, each of the other Parties may at their option immediately terminate this Agreement and any notifying Party will be treated as a Terminated Party under Section XIV.4 hereof.
- XXI.5 Each Party shall be responsible for all tax matters, issues or obligations related to the employment of its employees or agents or to the presence of its personal property in any taxing jurisdiction.
- XXI.6 During the Term of this Agreement, no Party shall solicit for employment purposes any employees of the other Parties (and in the case of FOUNDATION, FOUNDATION Affiliates) who have performed or are performing Program-related work under this Agreement. No Party shall make any payment or any gift of more than a nominal value to any employee of a Party without the employing Party’s prior concurrence. No Party shall make any representation that an employment relationship exists between that Party and an employee of another Party. The above portions of this Section shall not restrict (a) the ability of the Parties to conduct general solicitations for employment, (b) the right of any employee of a Party, on that employee’s own initiative or in response to general solicitations, to seek employment from another Party, or (c) the ability of AMRI to solicit CNSE or BNMC students employed or working at the Facilities.
- XXI.7 To the extent a particular right, obligation, representation, warranty, covenant or indemnity in this Agreement does not have a specifically identified survival period, then such right, obligation, representation, warranty, covenant and/or indemnity shall remain in effect beyond any expiration or termination of this Agreement and shall bind and inure to the benefit of the Parties, their legal representatives, successors and permitted assigns. Particular Sections of

this Agreement that survive any termination or expiration of this Agreement include, but are not limited to, Sections XI, XVI, and XVII hereof.

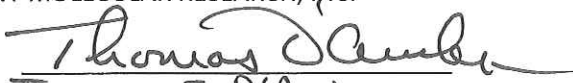
- XXI.8 No amendment or modification of this Agreement shall be valid or binding upon the Parties unless in a writing executed by all of the Parties.
- XXI.9 Except as otherwise provided for in this Agreement, neither the provisions of this Agreement nor anything done pursuant to this Agreement shall create any partnership, any employer-employee relationship or any agency relationship between the Parties and the Parties are otherwise independent contractors relative to each other.
- XXI.10 Nothing in this Agreement shall obligate any Party to institute any action or suit against third-parties for infringement of any of its patents, or to defend any action or suit brought by a third-party that challenges or concerns the validity of any of its patents. Nothing in this Agreement shall grant any Party the right to institute any action or suit against third-parties for infringement of another Party's patents. Nothing in this Agreement shall obligate any Party or its Affiliates to file any patent application, to secure any patent or patent rights, or to maintain any patent in force.
- XXI.11 This Agreement, together with the Exhibits hereto, any SOW(s) entered into by the Parties pursuant to Section XII, and any follow on contracts and/or amendments entered into by the Parties pursuant to this Agreement, if and as signed by the Parties, is the complete and exclusive statement of the agreement of the Parties in respect of the subject matter described in this Agreement and shall supersede all prior and contemporaneous agreements, communications, representations, and understandings, either oral or written, between the Parties or any officers, agents or representatives thereof.
- XXI.12 This Agreement may be signed in one or more counterparts, each of which shall be deemed to be an original and all of which when taken together shall constitute the same Agreement. Any signed copy of this Agreement made by photocopy, facsimile or PDF Adobe format shall be considered an original.

IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT FOR THE ESTABLISHMENT OF THE AMRI-CNSE-BNMC INNOVATION AND COMMERCIALIZATION ECOSYSTEM to be signed and delivered by their duly authorized representatives as of the Effective Date.


THE RESEARCH FOUNDATION FOR  
THE STATE UNIVERSITY OF NEW YORK,  
ON BEHALF OF THE COLLEGE OF NANOSCALE  
SCIENCE AND ENGINEERING

By:   
Name: Dean Fuleihan  
Title: CNSE Operations Manager  
Date: Sept. 18, 2013

ALBANY MOLECULAR RESEARCH, INC.

By:   
Name: Thomas E. D'Ambra  
Title: President & CEO  
Date: Sept 25, 2013

THE BUFFALO NIAGRA MEDICAL CAMPUS, INC.

By:   
Name: Matt Enstie  
Title: CEO  
Date: 9/25, 2013

**EXHIBIT A-1**  
**PHASE I FACILITY SPECIFICATIONS**

[TO BE AGREED UPON AND INSERTED BY THE PARTIES]

**EXHIBIT A-2**  
**PHASE II FACILITY SPECIFICATIONS**

[TO BE AGREED UPON AND INSERTED BY THE PARTIES]

**EXHIBIT B-1  
PHASE I EQUIPMENT**

<b>Use Type</b>	<b>Examples</b>	<b>Estimated \$,000s</b>
Biomarker Discovery	High resolution peptide purification and mass spectrometry hardware, quantitative, immuno-detection, flow cytometry and PCR-based biomarker detection systems.	1,200
Cell Biology	Development, maintenance and study of mammalian cell lines. Includes cutting-edge multiplexed flow cytometry equipment.	1,200
Data Analysis, Storage & Visualization	Servers and software for compound inventory management, sample tracking, proteomic, molecular biology, screening, in vitro pharmacology, DMPK, integrated discovery and open access data storage, analysis & visualization.	600
General Use Equipment	Centrifuges, microscopes, hand held pipettes, pH meters, water purification systems, etcetera.	1,400
Molecular Biology & Protein Expression	Production of recombinant cell lines, purified proteins, mAbs, etcetera.	600
Natural Products Discovery	Microbiology, extract production and fractionation, purification and structural elucidation of natural product compounds.	2,400
Sample & Library Storage	Cold storage of compounds and natural product samples as vials, microtubes and library plates. Includes the moving shelving system for the -20 degree freezer room and the storage components of an integrated dissolved sample processing system ("DSPS") with online storage for up to 1,200,000 samples in microtubes.	2,000
Screening	Liquid handling robots, detectors for labeled-based, label-free & high content screening, fully integrated screening systems and standalone workstations.	9,600
<b>Phase I Total</b>		<b>19,000</b>

**EXHIBIT B-2  
PHASE II EQUIPMENT**

**For Core Drug Innovation Services:**

<b>Use Type</b>	<b>Examples</b>	<b>Estimated \$ ,000s</b>
Biomarker Systems	Mass Spectrometry & Data Analysis	5,200
Biomarker Systems	High Content Imaging & Microscopy	8,000
Biomarker Systems	Nucleic Acid Technologies	2,100
Biomarker Systems	General Use Equipment	400
<b>Phase II Total</b>		<b>15,700</b>

**EXHIBIT B-3**  
**AMRI Compound Libraries**

The AMRI Compound Libraries existing as of the Effective Date of this Agreement, consisting of the approximate number of samples and compounds stored in various formats and concentrations and listed in the table below, are made up of: (1) AMRI's Natural Product Libraries, consisting of extractions from plant materials collected from around the globe, original plant materials, extractions of broths from fermentation of various microbial organisms, original organisms including large numbers that have not yet been fermented and extracted, and environmental materials (particularly soils) that can be processed to isolate additional strains; and (2) AMRI's Synthetic Libraries, consisting of samples arrayed in plates either as ready to screen or as master plates from which screening plates can be constructed and include parent libraries as well as delivered libraries.

<b>Type</b>	<b>Number</b>
Natural Products: unfractionated	~ 150,000 samples
Natural Products: fractionated	~ 180,000 samples
Microbial Strain collection	~ 140,000 strains
Plants and similar materials	~ 12,000 samples
Environmental Samples - Soils etc	~ 4,500 samples
Synthetic Library Samples	~ 200,000 compounds



**EXHIBIT C**  
**INTELLECTUAL PROPERTY AND JOINT PROJECTS**

1. Definitions

In addition to the terms defined elsewhere in this Agreement, for the purposes of the Agreement, including this Exhibit, the following terms have the described meanings listed below.

a. Foreground Non-Patent IP

Foreground Non-Patent IP means all know-how, trade secrets, copyrights, rights in computer programs, documentation, and mask layout designs in physical and/or electronic form and other intellectual property (other than Foreground Patent IP) developed during Projects. Foreground Non-Patent IP shall not include the results of any research or project rejected by the Parties and undertaken by a Party or its Representatives outside the Projects, or the results of any other program undertaken by a Party or its Representatives outside the Projects.

b. Foreground Patent IP

Foreground Patent IP means patents and patent applications (including, but not limited to, design, utility, utility model, provisional, continuation, continuation-in-part, divisional, reexamination, reissue or extensions) in any country or jurisdiction of either Party or its Representatives on Project Inventions.

c. FOUNDATION Personnel

FOUNDATION Personnel shall mean the general, administrative and research employees and the independent contractors and consultants of FOUNDATION, CNSE, FRMC, and the faculty, researchers, research assistants, teaching assistants, and students of CNSE, who are or who are expected to be performing activities under or in respect of the Program.

d. Joint Projects

Joint Projects means research program(s) approved by the Parties for performance jointly by two or more of the Parties in respect of the Program.

e. Program

Program means the various activities undertaken or conducted by or on behalf of the Parties throughout the Term of and pursuant to the terms and conditions of this Agreement, including, without limitation, activities involving the preparation for and the execution of the Projects.

f. Projects

Project(s) means the Proprietary Technical Projects and/or Joint Projects relating to the research program(s) approved by the Parties for performance in respect of the Program.

g. Project Inventions

Project Invention(s) shall mean an invention(s) conceived and/or first reduced to practice (within the meaning of the prevailing US Patent Laws) by a Representative of a Party in the conduct of a Project(s) but not including Proprietary Inventions.

h. Proprietary Inventions

Proprietary Invention(s) means invention(s) conceived and/or first reduced to practice solely by a Representative of a Party in the conduct of such Party's proprietary activities.

i. Proprietary Technical Project

Proprietary Technical Project shall mean a research program performed solely for a Party within the Program that is not a Joint Project.

j. Representative(s)

Representative(s) shall mean a Party's agents, contractors, or employees and employees, contractors or agents of a Party's Affiliates and, in the case of FOUNDATION, FOUNDATION Personnel.

k. US Patent Law(s)

US Patent Law(s) shall mean 35 U.S.C. Section 1 *et seq.*, 37 C.F.R. Section 1 *et seq.*, and the case law interpreting such statutes, regulations and the rights incident thereto.

2. Treatment of CNSE Facilities

The Parties recognize that, in consideration of the contributions of the Parties to be provided pursuant to Sections IV and V of the Agreement, and in conjunction with SUNY's Cooperative Use of Equipment Policy, the CNSE Facilities will be made available for access and use by the Parties for Proprietary Technical Projects in accordance with the terms of this Agreement. Further, in recognition of each Party's respective contributions to the Program, the CNSE Facilities used jointly by the Parties for Projects will be considered a joint use of facilities. FOUNDATION warrants that the treatment of the CNSE Facilities as a joint use of facilities, as set forth in this Section 2 of this Exhibit, is consistent with and facilitates the ownership of intellectual property created under the Program, as set forth in Section 4 of this Exhibit.

3. Reporting of Joint Project Inventions

Representatives of the Parties performing services under the Joint Projects shall promptly report in a reasonably detailed written disclosure all Joint Project Inventions to their applicable Party. Within sixty (60) days after receipt, each Party shall provide a copy of such invention

disclosure(s) received on a Joint Project Invention to the other Party. The Program Managers (or their mutually agreed designee) shall maintain a reasonably detailed written log of all Joint Project Inventions.

4. Ownership of Project Intellectual Property

- (a) Foreground Patent IP shall be owned by the Party or Parties whose Representatives are inventors of the underlying Project Invention as a matter of US Patent Law. The owning Party or Parties shall retain the entire right, title, and interest throughout the world to such Foreground Patent IP including, without limitation, the right to file (or not to file) for patents for such Project Invention(s). Any Foreground Patent IP on Project Inventions invented jointly by the Parties' Representatives as a matter of U.S. Patent Law shall be jointly owned by the Parties and shall be licensable by each Party without accounting to or permission from the other Party.
- (b) Foreground Non-Patent IP shall be owned by the Party or Parties whose Representatives developed such Foreground Non-Patent IP. The owning Party or Parties shall retain the entire right, title, and interest throughout the world to such Foreground Non-Patent IP including, without limitation, the right to register (or not to register) such Foreground Non-Patent IP. Any Foreground Non-Patent IP developed jointly by the Parties' Representatives shall be jointly owned by the Parties and shall be licensable by each Party without accounting to or permission from the other such Party.

5. Patent Filing for Project Inventions

The decision on filing of patents for Project Inventions shall be made by the Party having an ownership interest in such Project Invention. In the event of a dispute, such Party shall refer the dispute in writing to the senior executives of the Parties, as described in Section XIII of this Agreement, who shall discuss and meet in person, if necessary, in order to negotiate a resolution of the dispute. If the Parties together own Project Inventions, they shall equitably share the cost of obtaining and maintaining any resulting Foreground Patent IP on such Project Inventions. In the event that a Party owning such a Project Invention elects not to seek patent protection for such Project Invention in any particular country or not to share equally in the expense thereof with the other owning Party, the other owning Party shall have the right to seek or maintain such protection at its own expense in such country and shall have full control over the prosecution and maintenance thereof even though title to any patent issuing therefrom shall be joint among the entities owning such Project Invention. Any election by a Party not to share equally in the expenses associated with seeking patent protection for any Project Invention shall not be construed as a termination event under Section XIV.

6. Restriction on Confidential Information in Patent Applications

Neither Party may disclose any Confidential Information of the other Party in any patent application or in the prosecution of such patent application without the written approval of the Party owning such Confidential Information, which approval shall not be unreasonably withheld or delayed.

7. Assistance for Patent Protection

Each Party, at its own expense, shall reasonably assist the other Party in obtaining patent protection for joint Project Inventions. Such assistance shall include, without limitation, provision of invention disclosure documents which include data and examples, causing the execution of assignments and other instruments and provision of such documents as the other Party may reasonably consider necessary or appropriate to the obtaining of patent protection. The Parties shall cooperate to facilitate compliance with the duty of disclosure requirements for patent application filing and/or prosecution.

8. Joint Project Invention Disclosure Review

At least on an annual basis, during the Term of this Agreement, each Party must report in writing to the other Party on the status of all Joint Project Invention disclosures, any corresponding patent applications, and any corresponding issued patents for which it is responsible. For one (1) year after the expiration or earlier termination of this Agreement, each Party must report in writing to the other Party the status of all Joint Project Invention disclosures, any corresponding patent applications, and any corresponding issued patents for which it is responsible.

9. Activity at Other Facilities

Any intellectual property developed by AMRI in any other FOUNDATION-owned facilities outside of those provided for the Program and/or in University facilities outside of the CNSE Facilities is not part of this Agreement and shall be subject to the terms and conditions of any separate contract or agreement executed between AMRI and FOUNDATION.

10. No Restriction on Licensing Owned Patents

Nothing in this Agreement shall be construed as limiting the ability of either Party to grant non-exclusive licenses under any patents in which that Party has an ownership interest and/or otherwise has the right to grant licenses.

11. Joint Project Costs and Personnel

Except as otherwise expressly agreed to in this Agreement or the corresponding SOW, each Party shall be responsible for and shall bear (a) all of its own costs and expenses for a Joint Project and (b) all responsibility for all personnel that it uses for a Joint Project.

12. Project Approval Process

The Parties shall define each new Joint Project by implementing a signed SOW, substantially in the form of the statement of work set forth in this Exhibit, setting forth the appropriate work items for carrying out each respective Joint Project. All Projects which involve the operation of CNSE Tools by FOUNDATION Personnel will also require a signed SOW setting forth the appropriate work items for carrying out each respective Joint Project. Each SOW shall include a start date, a Joint Project Target End Date, a Joint Project tool description, target process development objectives, milestones, the expected roles of the Parties, and the scope of work, with all dates and time periods in each SOW being targets only. The Program Managers shall

be responsible for coordinating communications and execution of actions toward achievement of the milestones. Each Party will use commercially reasonable efforts for the successful completion of milestones. The Parties may from time to time, as new SOWs are developed within the budget, amend Exhibit C to add such SOWs as necessary. Upon written acceptance by the Parties, such additional SOWs will become part of this Agreement and attached in this Exhibit. Failure however to formally amend this Exhibit has no bearing on the agreed Joint Project SOW becoming part of the Program and part of this Agreement.

13. For the avoidance of doubt, notwithstanding anything express or implied to the contrary herein, any project undertaken at either the Phase I Facility or the Phase II Facility or both and performed and coordinated solely by AMRI for or on behalf of a paying third party under Section III.4 (c) shall be a Proprietary Technical Project for AMRI and shall not be deemed a Joint Project, and any Foreground Non-Patent IP, Foreground Patent IP, and Project Inventions in such Proprietary Technical Projects shall be subject to a separate agreement between such third party and AMRI. Such Proprietary Technical Projects shall not be the subject of any Statement of Work Form hereunder. To the extent any Project is undertaken hereunder by multiple Parties to this Agreement on behalf of a paying third party, such Project shall be documented in a separate written agreement between the Parties participating in such Project and the third party.

14. Statement of Work Form

STATEMENT OF WORK

This Statement of Work ("SOW"), effective as of \_\_\_\_\_, 20\_\_ ("SOW Effective Date"), is entered into by (a) THE RESEARCH FOUNDATION FOR THE STATE UNIVERSITY OF NEW YORK ("FOUNDATION"), a non-profit educational corporation existing under the laws of the State of New York and having an office located at 257 Fuller Road, Albany, New York 12203, on behalf of the College of Nanoscale Science and Engineering ("CNSE") of the State University of New York (the "SUNY"), (b) ALBANY MOLECULAR RESEARCH, INC. ("AMRI"), a Delaware corporation with its principal office located at 26 Corporate Circle, Albany, New York 12203, and (c) THE BUFFALO NIAGRA MEDICAL CAMPUS, INC. ("BNMC"), a New York not-for-profit corporation with its principal office located at 640 Ellicott Street, Buffalo, New York 14203, for a project under and pursuant to that certain A AGREEMENT FOR THE ESTABLISHMENT OF THE AMRI-CNSE-BNMC INNOVATION AND COMMERCIALIZATION ECOSYSTEM ("Agreement") between FOUNDATION, AMRI, and BNMC effective as of September 12, 2013. Capitalized terms used and not defined in this SOW have the meanings set forth in the Agreement.

All dates and time periods in this SOW are targets only.

1. Start Date:
2. Joint Project Target End Date:
3. Joint Project Tool Description:
4. Target Process Development Objectives:

5. Milestones:
6. Expected Roles of the Parties:
7. Scope of Work:

IN WITNESS WHEREOF, the Parties hereto have caused this SOW to be executed and delivered by their duly authorized representatives as of the SOW Effective Date.

THE RESEARCH FOUNDATION FOR  
THE STATE UNIVERSITY OF NEW YORK,  
ON BEHALF OF THE COLLEGE OF NANOSCALE  
SCIENCE AND ENGINEERING

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: CNSE Operations Manager  
Date: \_\_\_\_\_, 2013

ALBANY MOLECULAR RESEARCH, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_, 2013

THE BUFFALO NIAGRA MEDICAL CAMPUS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_, 2013

**EXHIBIT D  
CONFIDENTIALITY**

1. Disclosure of Confidential Information

- (a) Each Party may disclose and receive Confidential Information (defined below) from another Party.
- (b) "Confidential Information" shall mean all information that (i) is maintained in confidence by a Party ("Owning Party"), (ii) is disclosed to or obtained by another Party in connection with and during the Term of this Agreement, including, but not limited to, information that relates to such Owning Party's or its Affiliates' past, present or future research, development, manufacturing, or business activities relating to the Essential Purposes, and (iii) is information that may be exempted from disclosure under Articles 6 and 6-A of the New York Public Officers Law. A Party ("Disclosing Party") may disclose its Confidential Information to another Party ("Receiving Party") orally, in writing, or by other media or transfer of materials including graphic, photographic, recorded, prototype, sample, or other tangible or permanent form clearly and obviously marked "confidential" or "proprietary". Electronic information will be adequately marked if the container is marked and if a proprietary legend displays when the information runs on a computer system and when the information is printed from its data file.
- (c) When disclosed orally, Disclosing Party shall identify the information as confidential at the time of such disclosure, with subsequent written confirmation to Receiving Party within thirty (30) days of such disclosure indicating the date and type of information disclosed. All restrictions provided herein regarding use and/or disclosure shall apply during such thirty-day period.

2. Protecting confidential information

- (a) Receiving Party will retain Disclosing Party's Confidential Information in confidence for three (3) years from the date of disclosure. Receiving Party will not disclose, disseminate, or publish any of Disclosing Party's Confidential Information to any person except employees or agents of Receiving Party on a need to know basis, except as consistent with the Receiving Party's obligations under Articles 6 and 6-A of the New York Public Officers Law, or other applicable law, regulation or legal process. Receiving Party shall ensure that such employees or agents shall be bound by terms at least as protective as the terms of this Exhibit D. Each Party warrants that employees or agents shall comply with the terms of this Exhibit D. Upon the termination or expiration of this Agreement, the Parties shall confer regarding the status of Confidential Information disclosed and/or created under this Agreement.

3. Ownership

All right, title and interest in Disclosing Party's Confidential Information which is furnished to the Receiving Party shall be and remain the exclusive property of the Disclosing Party.

4. Standard of Care

The Receiving Party shall be held to the same standard of care in protecting Disclosing Party's Confidential Information as the Receiving Party normally employs to preserve and safeguard its own Confidential Information of similar kind, but in no event less than reasonable care.

5. Exclusions; Required Disclosure

(a) Receiving Party's obligations regarding Disclosing Party's Confidential Information shall not apply to information (a) that was already known to Receiving Party prior to the disclosure of such information to Receiving Party by Disclosing Party, (b) that is or becomes publicly available through no act or fault of Receiving Party, (c) that is rightfully received by Receiving Party from a third-party having no obligation of confidentiality to Disclosing Party, or (d) that is independently developed by Receiving Party.

(b) In the event FOUNDATION is required by law, regulation, or court order to disclose any other Party's Confidential Information, FOUNDATION will notify such other Party in writing prior to making such disclosure in order to facilitate such other Party seeking a protective order or other appropriate remedy from the appropriate legal body. In the event another Party is required by law, regulation, or court order to disclose any of FOUNDATION's Confidential Information, such other Party will notify FOUNDATION in writing prior to making such disclosure in order to facilitate FOUNDATION seeking a protective order or other appropriate remedy from the appropriate legal body. The Receiving Party further agrees that if the Disclosing Party is not successful in precluding the requesting legal body from reviewing the Confidential Information, it will furnish only that portion of the Confidential Information which is legally required and will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be accorded the Confidential Information.

6. Protection of Plans and Specifications for CNSE Facilities

The Parties agree that all plans, specifications, drawings and other documents of any kind whatsoever, and in whatever medium expressed, prepared in connection with the CNSE Facilities (collectively, the "CNSE Facilities Documents") and all rights therein (including trademarks, trade names, rights of use, copyrights and/or other proprietary rights) shall be and remain the sole property of FOUNDATION and shall be treated as FOUNDATION's Confidential Information (whether or not the Parties terminate or withdraw from this Agreement for any reason whatsoever). Except as expressly provided for in this Agreement, no Party other than FOUNDATION shall use (or distribute) the CNSE Facilities Documents without FOUNDATION's prior written consent. This Section shall survive the term or termination of this Agreement.



**EXHIBIT E**  
**INSURANCE REQUIREMENTS**

AMRI and BNMC shall each obtain and maintain the following insurance coverage and/or limits:

- (a) (i) Annual Commercial General Liability insurance; and (ii) Products and Completed Operations coverage; or (iii) a combination of Commercial General Liability insurance, self-insurance and/or umbrella liability insurance. (i) and (ii) shall have an aggregate combined single limit per occurrence of not less than \$15 Million, and an aggregate limitation of not less than \$15 Million.
- (b) Business Automobile Liability with limits of insurance of not less than \$1,000,000.00 each accident.
- (c) Workers Compensation & Employers Liability with limits of insurance of not less than \$500,000 each accident for bodily injury by accident and \$500,000 each employee for injury by disease. This policy shall contain an All States Endorsement.
- (d) Property Insurance (PI) in the amount of \$10 Million that includes coverage for the personal property/equipment of others and/or property that is in the care, custody and control of COMPANY. This policy should provide "all-risk" coverage. FOUNDATION shall be named as Loss Payees on the PI policy, except it shall not be a Loss Payee to the extent a loss is caused by FOUNDATION's negligence.
- (e) FOUNDATION, the State of New York and SUNY (including CNSE) shall be named as Additional Insureds on the insurance policies described in Exhibit E(a), above. Purchase and maintenance of such insurance shall in no way be interpreted as relieving AMRI or BNMC of any of their respective responsibilities or liabilities hereunder, and each may carry, at its expense, such additional insurance amounts and coverage as it deems necessary. The Commercial General Liability insurance for the Additional Insureds shall be as broad as the coverage provided for AMRI with respect to AMRI's operations at the Phase I Facility and Phase II Facility. It shall apply as primary and non-contributing insurance before any insurance maintained by the Additional Insureds, except it shall not apply to the extent the subject insurance claim is caused by the negligence of the Additional Insured Party. AMRI and BNMC shall maintain coverage for itself for the duration of the Term of this Agreement.
- (f) AMRI and BNMC shall notify FOUNDATION in writing as early as possible prior to any cancellation, termination or material modification of any of the foregoing policies and coverages.
- (g) Upon signing of this Agreement and immediately upon renewal or replacement of any and all insurance policies required hereunder, AMRI and BNMC shall furnish to FOUNDATION certificates of insurance evidencing all coverages required hereunder.

**EXHIBIT F**  
**EQUIPMENT ACCESS TIME**

1. Allocation of Available Access Time. The Joint Program Committee shall establish the amount of Available Access Time allocated to each Party consistent with the terms of this Agreement. The Parties acknowledge that AMRI's participation in this Agreement and commitment to provide jobs pursuant to this Agreement are substantially for performing Core Drug Innovation Services for and on behalf of paying third party customers. The time of use of any given piece of Equipment will vary on a per-project basis, and may be unpredictable, based on the requirements for any given project. It is also AMRI's intent to provide Core Drug Innovation Services for the other Parties to this Agreement, and/or to third party partners identified by the Parties. Accordingly, the Joint Program Committee, or its designated subcommittee or Program Manager(s), will use commercially reasonable efforts to provide approximately 70% of Available Access Time to AMRI for Projects and for performing and coordinating Core Drug Innovation Services and approximately 30% of Available Access Time to the other Parties. "Available Access Time" is the time available for projects to run on the Equipment, other than time during which the Equipment is substantially non-operational or unavailable due to required Maintenance by PerkinElmer. In the event any given piece of Equipment is unutilized by AMRI during its Available Access Time in performing Core Drug Innovation Services, AMRI shall make a good faith effort to offer additional access to the Parties to such Equipment, above the 30% level.
  
2. Scheduling Access Time. Access Time should be requested by a Party at least fifteen (15) days in advance of the beginning of each month for use during such month and will be available per month for the maximum amount of hours set forth above, which is expected to be substantially in accordance with the percentage of Available Access Time set forth above and with the schedule ("Access Schedule") to be mutually agreed to in writing by the Parties. The Joint Program Committee, or its designed subcommittee or Program Manager(s), will determine the specific Access Times on the Equipment based on the requests of the Parties and will be substantially in accordance with the percentage of Available Access Time set forth above and the Access Schedule. The Joint Program Committee, or in the case of a Joint Program Committee designated subcommittee or Program Manager(s), will use reasonable efforts to accommodate the specific times requested by a Party but requested times are not guaranteed. The Joint Program Committee, or in the case of a Joint Program Committee designated subcommittee or Program Manager(s), may make available alternative Access Time reasonably approximating the time requested. The Joint Program Committee, or in the case of a designated Joint Program Committee subcommittee or Program Manager(s), will provide written confirmation of Access Time. Any dispute regarding Scheduling Access Time will be brought to the Joint Program Committee (or its designated subcommittee) for resolution in accordance with Section XIII.4.

3. Right To Interrupt/Reschedule Access Time. The Joint Program Committee, or in the case of a Joint Program Committee designated subcommittee or Program Manager(s), has the right to cancel and/or interrupt Access Time, at any time, for reasons related to the operation of the Phase I Facility and Phase II Facility and for safety and security reasons, including but not limited to Equipment down time and Equipment calibration, or Maintenance. The Joint Program Committee, or in the case of a Joint Program Committee designated subcommittee or Program Manager(s), will use reasonable efforts to provide as much notice as possible and in any event, will reschedule the lost Access Time.