

SERVICES AGREEMENT**Penn providing services to an academic/non-profit outside party**

This Services Agreement (“**Agreement**”) is made by and between The Trustees of the University of Pennsylvania (“**Penn**”), a Pennsylvania nonprofit corporation with offices located at Office of Research Services, Franklin Building, 5th Floor, 3451 Walnut Street, Philadelphia PA 19104-6205, and Shenzhen Institutes of Advanced Technology (“**Institution**”), having a place of business at 1068 Xueyuan Avenue, Shenzhen University Town, Shenzhen, China. Penn and Institution each shall be referred to herein as a “**Party**” or, collectively, as “**Parties**”. This Agreement is effective as of the date of last signature below (“**Effective Date**”).

WHEREAS, Institution desires to have Penn perform certain services as described in further detail on Exhibit A, attached hereto; and

WHEREAS, Penn has the facilities and the personnel with the requisite skills, experience, and knowledge to undertake such services; and

WHEREAS, the performance of this Agreement is of mutual interest and benefit to Penn and Institution, and will further the educational and research objectives of Penn and foster the development of scientific knowledge;

NOW THEREFORE, in consideration of the promises and undertakings set forth herein, the Parties agree as follows:

1. **Engagement.** Institution hereby engages Penn to provide material synthesis (“**Services**”), as further described in Exhibit A, and Penn hereby agrees to provide Services on the terms and conditions contained herein. In the event of any material inconsistencies between the terms of this Agreement and Exhibit A, the terms of this Agreement shall prevail.
2. **Staffing.** Dr. Sergei Vinogradov will serve as Penn’s coordinator for performance of Services. If the personal services of Dr. Vinogradov are not available to Institution for any reason, Penn shall propose a substitute whose qualifications and experience shall be reasonably equivalent to those of the original coordinator. If such proposed substitution is unacceptable to Institution, Institution may elect to terminate the Agreement in accordance with the termination provisions herein below.
3. **Compensation.** Institution shall reimburse Penn for Services provided hereunder in the amount of \$32,500 in accordance with the payment schedule, attached to this Agreement in Exhibit A and incorporated herein. All payments made pursuant to this Agreement shall be made payable to The Trustees of the University of Pennsylvania. Penn shall submit an invoice listing Services provided and Institution shall pay such invoice within 180 days of receipt of the invoice.

The invoice should be sent to: Baoqiang Li, Shenzhen Institute of Advanced Technology, 1068 Xueyuan Avenue, Shenzhen University Town, Nanshan District, Shenzhen, Guangdong Province, 518055, China

Payment should be sent to: Bank: Wells Fargo Bank, 420 Montgomery Street, San Francisco, CA 94104 USA

Account number: 2000018692657

ABA routing number: 121-000-248

SWIFT Code: WFBIUS6S

4. End User and Nontransfer Certification. Institution will sign the End User and Nontransfer Certification attached to this Agreement in Exhibit B and incorporated herein.
5. Confidential and Proprietary Information. Neither Party shall disclose confidential information to the other Party unless it is necessary in performance of Services. Any confidential information disclosed under this Agreement will be in writing and clearly marked by the disclosing Party as “Confidential” or if disclosed orally, written notice will be provided by the disclosing Party within thirty (30) days of disclosure. The receiving Party agrees that it will: (a) keep all such information strictly confidential; (b) not use it for any other purpose other than to perform Services; and (c) not resell, transfer, or otherwise disclose such information to any third party without the disclosing Party’s specific, prior written consent. The receiving Party further agrees to ensure that none of its employees, agents, or independent contractors use such items outside of receiving Party’s scope of business or resells, transfers or otherwise discloses such items to any third party, without the disclosing Party’s specific, prior written consent. The obligations under this provision shall continue for a period of three (3) years from the termination or expiration of this Agreement. Specifically excepted from this is all information that is: (a) known by the receiving Party without a restriction prior to disclosure under this Agreement; (b) disclosed to the receiving Party by a third party without a known obligation of confidentiality; (c) available to the public not through a breach of this Agreement by the receiving Party; (d) independently developed by the receiving Party without knowledge or use of Confidential Information disclosed under this Agreement; (e) published or disclosed in accordance with the terms of this Agreement; or (f) required to be disclosed by operation of law. The receiving Party agrees that the disclosing Party is and shall remain the exclusive owner of confidential information disclosed to it and all patent, copyright, trademark and other intellectual property rights therein. The receiving Party shall, upon the request of the disclosing Party, return to disclosing Party all Confidential Information received pursuant to this Agreement (and all copies and reproductions thereof), provided the receiving Party may retain one copy in a secure location for the purpose of evidencing compliance with the terms of this Agreement and any applicable regulatory requirements relating to the subject matter of this Agreement.
6. Ownership and Results. The data, content and analysis generated from Services shall be provided to Institution as specified in Exhibit A (“Results”). Institution shall own all right and interest in Results and such Results shall be the proprietary and Confidential Information of Institution. Penn shall have no ownership interest in Results and is not granted any right under this Agreement to use Results for any purpose.
6. Term and Termination. This Agreement shall commence as of the Effective Date and continue for a period of two (2) years. In the event that either Party shall commit any breach of or default in any of the terms or conditions of this Agreement, and also shall fail to remedy such default or breach within thirty (30) days after receipt of written notice thereof from the other Party hereto, the Party giving notice may, at its option and in addition to any other remedies which it may have at law or in equity, terminate this Agreement by sending notice of termination in writing to the other Party at the address set forth in Section 16 below. Upon termination of this Agreement, Institution shall be responsible for compensating all work completed in accordance with the terms of this Agreement and reimbursing all irrevocable expenses committed in accordance with the terms of this Agreement through the date of termination.
7. Use of Name. Neither Party shall use the other Party’s name, mark or symbol, or the name of any trustee, officer, faculty member, student or employee thereof, for publicity, advertising or endorsement purposes, without such Party’s prior written consent, except as required for

regulatory filing purposes. In the case of Penn, Institute shall obtain the prior written approval of Penn's Office of the University Secretary for each instance of use. Requests for such use shall be made to ofsec@pobox.upenn.edu.

8. Liability. Each Party (which shall include their officer, directors, trustees, employees and agents) agrees to be solely responsible for their acts of negligence and reckless acts or omissions in the performance of their obligations under this Agreement. The Parties, respectively, shall be financially and legally responsible for all liabilities, costs, damages, expenses and attorney fees caused by it, respectively, or its respective employees for any and all such acts or omissions. Neither Party shall indemnify the other Party and/or their agents, employees and representatives.

To the maximum extent permitted by applicable law, neither Party hereto shall have any liability or responsibility for any indirect, incidental, exemplary, special, or consequential damages (including, but not limited to, damages arising from loss of profits) of the other Party.

9. Non-exclusive Nature of Relationship. The Parties acknowledge that Penn's provision of Services hereunder may be non-exclusive in nature and that nothing in this Agreement precludes Penn from providing services in the same subject area with other persons or entities not party to this Agreement.

10. Independent Contractor Relationship. In the performances of all Services hereunder:

- (a) Penn shall be deemed to be and shall be an independent contractor of Institution and, as such, neither Penn nor Penn's employees shall be entitled to any benefits applicable to employees of Institution.
- (b) Neither Party nor its employees is authorized or empowered to act as an agent for the other for any purpose and shall not enter into any agreement, warranty, or representation on behalf of the other Party. Neither Party shall be bound by the acts or conduct of the other.

11. Governing Law. This Agreement shall be construed and governed in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to conflict of law provisions that would require application of the law of a jurisdiction outside of the Commonwealth of Pennsylvania. The Parties hereby submit to the exclusive jurisdiction of and venue in any state or federal courts located within the Eastern District of Pennsylvania with respect to any and all disputes concerning the subject of this Agreement.

12. Data. If applicable, the Parties acknowledge and agree that no individually identifiable health information shall be disclosed by the Parties in connection with performance of Services under this Agreement that is now or may in the future be subject to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Clinical and Economic Health Act of 2009 ("HITECH") and the implementing HIPAA and HITECH regulations set forth at 45 C.F.R. Parts 160 and 164 (collectively, the "HIPAA Rules"), or any successor regulation. Institution shall ensure that information provided in accordance with Exhibit A does not contain individually identifiable health information prior to disclosure to Penn.

13. Debarment. Each Party hereby represents that it has not been debarred, suspended, excluded, or otherwise determined to be ineligible to participate in federal health care programs (collectively, "Debarred") and agrees not to engage or assign any employee, agent or contractor ("Agent") to

perform services under this Agreement who has been Debarred. Each Party acknowledges that the other Party shall have the right to automatically terminate this Agreement immediately in the event that a Party or an Agent is Debarred.

14. Force Majeure. Neither Party shall be liable for any failure to perform as required by this Agreement to the extent such failure to perform is due to circumstances reasonably beyond such Party's control, including, without limitation, labor disturbances or labor disputes of any kind, accidents, failure of any governmental approval required for full performance, civil disorders or commotions, terrorism, acts of aggression, acts of God, energy or other conservation measures imposed by law or regulation, explosions, failure of utilities, mechanical breakdowns, material shortages, disease, or other such occurrences.
15. Entire Agreement and Amendments. This Agreement and Exhibits hereto embody the entire understanding between the Parties relating to the subject matter hereof and supersedes all prior understandings and agreements, whether written or oral. This Agreement may not be varied except by a written amendment signed by duly authorized representatives of each Party.
16. Notices. Notices, statements, reports and other communications under this Agreement shall be in writing and shall be directed to a Party at its address shown below or such other address as a Party shall have last given by notice to the other Party. A notice will be deemed received: if mailed, five (5) days after deposit in the United States mail; if sent by courier overnight, one (1) business day after deposit with the courier service.

For Penn:

Attn: Associate Director (FFS 74104)
Office of Research Services
3451 Walnut Street, 5th floor
Philadelphia, PA 19104-6205
USA

with a copy to:

n/a

For Collaborator:

Attn: Research Center Secretary
Shenzhen Institute of Advanced Technology
Building E, Rm. 522, 1068 Xueyuan
Avenue, Shenzhen University Town,
Nanshan District, Shenzhen, Guangdong
Province, 518055, China

with a copy to:

n/a


17. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, and all of which together will be deemed to be one and the same instrument. A facsimile or a portable document format (PDF) or electronic copy of this Agreement, including the signature pages, will be deemed an original.

[Signatures are on the following page.]

IN WITNESS WHEREOF, the duly authorized representatives of the Parties hereby execute this Agreement as of the date last written below.

**THE TRUSTEES OF THE
UNIVERSITY OF PENNSYLVANIA**

**SHENZHEN INSTITUTES OF ADVANCED
TECHNOLOGY**

By: Christopher Denman  Digitally signed by Christopher Denman
Date: 2023.09.05 11:04:32 -04'00'

(Signature)

By: _____
(Signature)

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

Description of Services:

Material synthesis: Synthesis and calibration of phosphorescent probe Oxyphor 2P for two-photon phosphorescence lifetime microscopy oxygen (2PLM).

Payment Schedule:

- \$32,500 paid within 180 days of contract execution

Delivery Schedule:

- Deliver the material with 4 shipments within 2 years from when the contract is executed.