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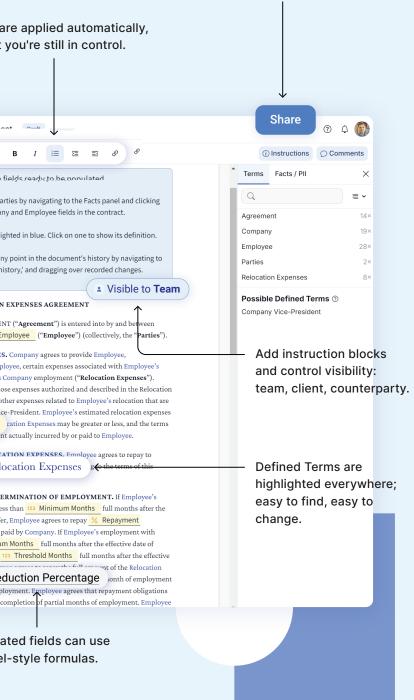
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 RELOCATION EXPENSES AGREEMENT 1. Relocation Expenses. Company agree 	Try adding Company and Employee partie	
 Repayment of Relocation Expenses. Repayment Due to Termination of Employment Due to Termination Otermination Otermination Otermination Oter	Defined terms are automatically highlight	
4. Repayment Forgiveness. Company ac	the 'File' menu, selecting 'Document histo	
6. Consent to Offset. Employee agrees the	(*	
7. Acknowledgements and Integration.	THIS RELOCATION EXPENSES AGREEMENT	
8. Severability. The Parties agree that sh EXHIBIT A - Relocation Guidelines		
	CAPENSES. C (and/or designated third parties) If of Employ resocation in connection with Employee's Co- Resocation Expenses shall include only those Guidelines attached as Exhibit A, and/or othe pre-approved in writing by a Company Vice- a \$ Estimated Expenses ca of this Agreement apply only to the amount a 2. REPAYMENT OF RELOCAT Company all or a prorated amour Reloca Agreement. 3. REPAYMENT DUE TO TERM employment with Company terminates less t effective date of Employee's hire or transfer, J Percentage of the Relocation Expenses paid Company terminates at least 129 Minimum 1 Employee's hire or transfer, but less than 123 date of Employee's hire or transfer, but less than 124 date of Employee's hire or transfer, but less than 125 date of Employee's hire or transfer, but less than 125 date of Employee's hire or transfer, but less than 125 date of Employee's hire or transfer, but less than 125 date of Employee's hire or tra	
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able of Contents X		Terms Facts / PII ×
EMPLOYMENT AGREEMENT		
RECITALS		
A. The Company is a contract researc	EMPLOYMENT AGREEMENT	Agreement 53×
B. The Company desires to employ Er	THIS EMPLOYMENT AGREEMENT (the "Agreement"), is made and entered into on 📋 Effective	Effective Date 3×
ARTICLE 1 - EMPLOYMENT AND DUT	Date (the "Effective Date"), by and between Company, Company. Company. Company. (the	Company 84×
1.1 Employment of Employee. On the	" Company "), and <u>Employee</u> (" Employee "), an individual whose mailing address for notice purposes is () Employee.Address.	Employee 103×
1.2 Term of Agreement. As specified ir	nouce purposes is chiptoyee.Address	Business 2×
1.3 Duties and Powers. During the Err	RECITALS	Board 8×
ARTICLE 2 - TERM OF EMPLOYMEN	A. The Company is a contract research organization engaged in the business of providing	Handbook 2×
ARTICLE 3 - COMPENSATION AND BI	drug discovery and development services to pharmaceutical, biotechnology, medical	Initial Employment Period 5×
3.1 Base Salary. The Company will pa	device, government and academic organizations throughout the world (the " Business ").	Employment Period 13×
	B. The Company desires to employ Employee and Employee desires to be employed by the	Base Salary 8×
✓ 3.2 Benefits.	Company, all upon the terms and conditions set forth herein.	For Cause 0×
a. During the Employment Period, Er	NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants of the parties	Incentive Compensation Plan 0×
b. In addition to the benefits providec	X 1	ECP 3×
✓ 3.3 Equity Grants.	contribution. At Employee's election, Employee may surrender and/or sell a portion of such equity grants in order to cover any tax liability resulting from	Change in Control 4×
a. Initial Stock Option Grant. The Co	such contribution. For purposes of this Agreement, " <mark>Change in Control</mark> " means	Exchange Act 0×
b. Restricted Stock Grant. The Comp	i. a change of control of a nature that would be required to be reported in	Cause 0×
✓ c. Restriction on Equity Grants. Empl	response to Item 6(e) of Schedule 14A of Regulation 14A promulgated under the	
1. Expenses. The Company will reir	Securities Exchange Act of 1934, as amended (" Exchange Act "), provided that such a Change in Control shall be deemed to have occurred if any "person" (as	A that there is ground for termination f
2. Working Facilities. Employee sha	such term is used in Sections 13(d) and 14(d) (2) of the Exchange Act) is or	at there is ground for termination f
ARTICLE 4 - TERMINATION OF EMPL	1.2 TERM OF AGREEMENT. As specified in Section 1.3 or a defined term like Change in	\uparrow
 4.1 Basis for Termination. Notwithstan 	Control.	Be warned if something is
a. Upon the death of Employee, effe	1.3 DUTIES AND POWERS. During the Employment Period (as defined herein), Employee	defined twice.
b . Upon a determination by the Exec	shall serve as Chief Executive Officer of the Company and will have such responsibilities,	
c. Upon written notice by either Empl	duties and authority, and will render such services for and in connection with the	
	Company and its affiliates as are customary in such position in a comparable company	
 4.2 Compensation After Termination. 	and as the Executive Chairman or the Board of Directors of the Company (the " Board ") shall from time to time reasonably direct. Employee shall devote Employee's full business	
a. If i. the Company terminates Empl		

time and attention exclusively to the Business of the Company and shall use best efforts to

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