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## 7. REPORTING

Upon the Completion of the Evaluation, the Evaluator will provide PerkinElmer all evaluation data described in the Evaluation Protocol and information describing the product performance including, but not limited to function, problems, deficiencies and recommended improvements ("Results"). The Evaluator agrees that the study data or the Results prepared by the Evaluator and delivered to PerkinElmer may be used by PerkinElmer, without disclosing the identity of the Evaluator or any Evaluator materials, for all business purposes without any further consent or accounting in the development, manufacture, marketing and maintenance of the IUO product and other PerkinElmer products and services, including reproduction and preparation of derivative works based upon such Results, as well as distribution of such derivative works. However, PerkinElmer acknowledges that such Results may contain Confidential Information of the Evaluator. Therefore, as directed by the Evaluator, PerkinElmer agrees to redact such Confidential Information from any public dissemination of the Results.

The Evaluator shall immediately notify PerkinElmer if FDA schedules an inspection of the Evaluation or if FDA, without scheduling, begins an inspection of the Evaluation. The Evaluator will obtain such authorizations or consents as may be required under FDA and other regulations as to permit PerkinElmer to obtain, use and disclose the study data and to permit PerkinElmer's representatives and regulatory agencies to review and inspect the source documents, subject to the conditions and restrictions outlined herein.

## 8. PUBLICATION POLICY

The Evaluator understands that PerkinElmer may publish the results of this Evaluation and that they may be used for commercial and/or scientific purposes. The Evaluator may request that the Evaluator's name may not be used for those related to commercial purposes. Following the Completion of the Evaluation, the Evaluator is allowed to publish its own results in a preferably high impact scientific journal, provided that no confidential information is disclosed. The Evaluator further understands that PerkinElmer has the right of prior review and comment on any proposed publications, posters or presentations of the Evaluation results that are initiated by the Evaluator. The Evaluator understands that this review and comment is primarily designed to allow PerkinElmer to screen the manuscript for Confidential Information, and to allow PerkinElmer to provide the Evaluator with additional information and support pertinent to the Evaluator's Evaluation results. PerkinElmer may require that the Evaluator deletes from its documents any reference to the Confidential Information. If, during the reviewing period, PerkinElmer notifies the Evaluator that it desires to file a patent application on any inventions disclosed in the documents, the Evaluator will defer the publication/disclosure to permit PerkinElmer to prepare and file a patent