MATERIAL TRANSFER AGREEMENT

This Material Transfer Agreement (hereinafter referred to as the "*MTA*") is concluded by and between

Institute of Molecular Genetics of the Czech Academy of Sciences
Vídeňská 1083, 142 20 Prague 4, Czech Republic
Represented by: Petr Dráber, D.Sc., Director

(hereinafter referred to as the "*Provider*")

and

(hereinafter referred to as the "*Recipient*")

1. Definitions

1.1 Upon request the *Provider* shall provide to the *Recipient* the material as described and quantified in Annex 1, hereinafter referred to as the "*Original Material*". Annex 1 constitutes an integral part of this *MTA*.

1.2 "*Recipient*" is the legal entity as identified in Annex 1.

1.3 "*Recipient Scientist*" is the scientific employee of *Recipient* performing the intended experiments with *Material* as identified in Annex 1.

1.4 "*Progeny*" is defined as unmodified descendant from the *Original Material*, such as virus from virus, cell from cell, or organism from organism.

1.5 "*Unmodified Derivatives*" are substances created by the *Recipient* which constitute an unmodified functional subunit or product expressed by the *Original Material*, e.g. subclones of unmodified cell lines, purified or fractionated subsets of the *Original Material*, proteins expressed by DNA/RNA, or monoclonal antibodies secreted by a hybridoma cell line.

1.6 "*Modifications*" are substances created by the *Recipient* which contain/incorporate the *Original Material*, e.g. crosses, breeding varieties, cell fusions, subcloning, etc.

1.7 The "*Material*" which, regarding the inherent intellectual property rights, is and remains the exclusive property of the *Provider*, comprises the *Original Material*, any *Progeny*, *Unmodified Derivatives*, the *Original Material* contained in *Modifications* and proprietary information concerning the *Original Material*.

2. Use of the *Material*

2.1 The *Recipient* shall use the *Material* in compliance with all laws and regulations applicable to such *Material* in the *Recipient's* place and country, including guidelines for work with recombinant DNA. The *Material* being experimental in nature must not be used in humans or animals unless - where applicable - explicitly admitted by an ethics committee or regulations on the treatment of laboratory animals.

2.2 The *Material* shall be used exclusively for the purposes described in Annex 1. It must not be released to any person other than the *Recipient Scientist/s* named above and staff under their direct supervision, who are bound by obligations not less strict than those set out herein. It shall be handled confidentially and forwarded to third parties only to the extent of *Provider's* prior written approval.

2.3 Upon request, the *Recipient* shall inform the *Provider* in confidence on the status of its research. "In confidence" means, that the Recipient/Provider shall keep confidential any confidential information directly arising from the Research that is disclosed to it by Provider/Recipient pursuant to this Agreement for a period of three (3) years from termination of the Agreement. The Recipient shall only use such information for the purposes of the Investigation and shall not disclose it to any person other than personnel of the Recipient engaged in carrying out the Investigation. For the avoidance of doubt, this section shall not prevent Recipient from being able to publish its findings and results pursuant to Section 3 below.

2.4. Recipient Scientist can make, use and transfer Modifications and Unmodified Derivatives only in accordance with the Research Plan in Recipient Scientist´s laboratory or laboratories under their supervision. No subsequent transfer or Commercial Use of such materials is permitted without Provider's prior written permission. "Commercial Use" shall mean the sale, lease, license, or other transfer of the Material, Modifications or Unmodified Derivatives, or their use in fee-for-service research with third parties.

3. Publications

3.1 The Recipient shall have the right to publish its findings and results related to the Material, provided that the Provider and the relevant Provider Researcher/s are either named as co-authors of the publication or cited as the source of the Material, according to the respective contribution of the Material to the publication. The Recipient shall submit all publications four weeks prior to their public disclosure to the Provider. The Provider agrees to keep Recipient's publication confidential until published by the Recipient.

4. Intellectual Property

4.1 Where the research involving the *Material* or a *Modification* results in an invention or a legally protectable *Modification* of the *Material*, the *Recipient* and *Recipient Scientist* shall promptly disclose this development to the *Provider*. *Recipient* and *Provider* shall decide in common about the inventorship, taking in due consideration the *Provider's* contribution to the invention through its *Material*. Decisions about all further proceedings, such as filing of a patent application or exploitation, shall be made after inventorship is determined.

4.2 At *Provider's* request, the *Recipient* agrees to provide the *Provider* for its internal research use with reasonable quantities of published materials developed, made or discovered in the course of *Recipient's* research studies using the *Material*, always provided that the *Recipient* may fulfill this

obligation with reasonable effort. Such transfer shall be free of charge, but an appropriate handling/shipping fee may be charged by the *Recipient*.

4.3 The *Recipient* agrees not to apply for any intellectual property protection of the *Original Material*.

4.4. Nothing in this Agreement shall operate to transfer to the Recipient any intellectual property rights or licenses thereunder with respect to the Material.

5. Warranty and Liability

5.1 Any *Material* provided pursuant to this *MTA* is understood to be experimental in nature. It may have hazardous properties. The *Provider* makes no representations and extends no warranties of any kind, express or implied, as to the fitness of the *Material* for a particular purpose, or that the use of the *Material* will not infringe any patent, copyright, trademark, rights of states of Material origin or other proprietary rights of a third party.

5.2 The *Recipient* assumes all and any liability for damages which may arise from its use, storage or disposal of the *Material*. The *Recipient* shall hold harmless the *Provider* and its researcher/s for any loss, claim or demand which could be raised by the *Recipient*, or made against the *Recipient* by any other party, due to, or arising from, the use of the *Material* by the *Recipient*, except to the extent caused by gross negligence or willful misconduct of the *Provider.*

5.3 The *Provider* confirms that according to his best knowledge the *Material* has been acquired in compatibility with the EU Directive No. 511/2014 and either originates in a Nagoya Protocol non-regulating country, is not being studied as to the biochemical and genetic properties of its original source or has a valid internationally recognized certificate of compliance (IRCC) as provided by the immediate source of the *Material*. By providing the IRCC to the *Recipient* the *Provider* passes the responsibility of evidence concerning further utilization of the *Material.*

6. Miscellaneous

6.1 The *Material* is provided cost-free; however, a handling fee may be charged for its preparation and shipment to the *Recipient*. As applicable, both items are specified in an accompanying letter to this *MTA*.

6.2 This *MTA* shall be construed according to the laws of the Czech Republic, under exclusion of any of its choice of law and venue principles. Any dispute arising from the interpretation and/or implementation of this *MTA*, which cannot be settled amicably, shall be brought before a competent court of first instance in the Czech Republic.

6.3 This *MTA* shall enter into force on the date of the last signature to it. It expires after five (5) years or after conclusion of the experiments according to Annex 1, without prior notice by any of the parties or thirty (30) days after a written notice on agreement termination sent by either party to the other. The provisions concerning Publications, Intellectual Property and Liability shall survive this expiration.

6.4 In the event the *Material* or part of it should be under physical control of the *Recipient* before this *MTA* is signed, the terms and provisions shall apply to this *Material* retroactively.

6.5 The *Recipient* will discontinue use of the *Material* and will, upon direction of the *Provider*, return or destroy any remaining *Material.* This affects the *Original Material*, any *Progeny*, *Unmodified Derivatives* and *Modifications*.

Both parties confirm their acceptance of the terms of this *MTA* and the information provided in the *Annex 1* of the *MTA* by signing below.

Done in duplicate; one original copy of this signed *MTA* must be returned to:

Institute of Molecular Genetics of the Czech Academy of Sciences
Vídeňská 1083
142 20 Prague 4
Czech Republic

Signed on behalf of the *Provider*

Full Name: Signed:

Designation: Date:

Signed on behalf of the *Recipient*

Full Name: Signed:

Designation: Date:

Signed on behalf of the *Recipient Scientist*

Full Name: Signed:

Designation: Date:

IMG Material Transfer Agreement ANNEX 1

Recipient's Institution full name and place of business (VAT number if applicable):	**Recipient principal scientist's name, full address, telephone number and e-mail:**
Address to send the material to:	**Recipient authorized official's name, full address, telephone number and e-mail:**
Provider's principal scientist making available the Material (if known):	
Nagoya Protocol due diligence (if relevant): (IMG MAT internal No.; IRCC No.)	
Description of the Original Material:	
Aims of the intended experiments:	