

CONTRACT FOR SERVICE PROVISION BETWEEN

(hereinafter as the "Contract")

The Center for Advanced Preclinical Imaging (CAPI), Charles University, concerning the part **First Faculty of medicine** [ID no.: 00216208, CZ00216208], address Kateřinská 1660/32, represented by prof. MUDr. Martin Vokurka, CSc, the Dean (hereinafter called also as "Provider" or "CAPI")

AND

Institute of Physiology of the Czech Academy of Sciences, ID 67985823, VAT CZ67985823, seated at Videnska 1083, 142 00 Prague 4, Czech Republic, represented by **Ondrej Kuda, PhD.** (hereinafter called also as "Client")

Given that

- CAPI is one of the Czech-BioImaging Nodes and the Euro-BioImaging Nodes, and as such it provides:
 - open access to imaging and related services;
 - training services in the imaging field;
 - support in the set-up of research projects of its users.
- [REDACTED] a Principal Investigator (hereinafter also as "PI" or the "User"), on behalf of the Client, applied for user access at CAPI through the canSERV - an EU-funded project under the Horizon Europe programme (hereinafter as "canSERV" or "canSERV project"). PI's application **PID 39803** (hereinafter as the "Project" or "User's project") was accepted and assigned to CAPI as the service provider.
- The User's project activities will start after the Provider receives approval by the Ministry of Health of the Czech Republic for carrying out the foreseen experimentation on animal models, as defined by Act no. 246/1992 Coll., for the Protection of Animals against Cruelty, as amended, and the User's project activities shall be carried out in compliance with the Czech law; The Provider will inform the Client, that respective approval was given and the User's project activities can be started.
- In case the Project is not approved, nothing shall be due to the Provider for any preliminary activities carried out.

The Provider and the Client hereinafter collectively called the Parties, individually also as the Party,

COVENANT AND AGREE AS FOLLOWS

Art. 1 – CONTRACT OBJECT

The Provider is committed to carrying out the activities described in Annex 1 - User's Project Proposal – canSERV **PID 39803** (hereinafter also as the "Service").

The undersigned responsible persons for the Contract management are:

- for the Provider, [REDACTED] as the scientific supervisor and technical staff responsible of the service provision;
- for the Client, [REDACTED] as the reference for every activity or issue related to the service.

Art. 2 – DURATION AND SITE OF EXECUTION OF THE PROJECT

The User's project activities will be carried out by 30. 4. 2026, unless otherwise agreed, at CAPI.

The timeline will be defined in written form with sufficient advance notice (at least 6 months) by the Client or by [REDACTED] directly and the responsible person(s) at CAPI.

ART. 3 – USER ACCESS FEE AND PAYMENTS

The access costs as defined in the TNA sheet for the Service (Annex 2) are covered by the canSERV project. The price might undergo some changes reflecting the progression of the Project: any change shall be agreed upon between the Parties and are subjected to further approval by the canSERV consortium.

ART. 4 – DATA AND INTELLECTUAL PROPERTY

4.1 Image data and scientific results obtained from the Users' project activities as for art. 1 of the present Contract shall be delivered to the User and will remain a property of the User, except for procedures, methods, products and processes used for their achievement, if developed by the Provider.

4.2 The Parties acknowledge that research data generated from the Services shall comply with FAIR principles, being Findable, Accessible, Interoperable and Reusable in alignment with the European Union's open science policy. Users shall retain their intellectual property rights while they need to comply with their open access obligations.

4.3 The Parties acknowledge that the research data generated through the Services shall be included in the canSERV Service Catalogue, as declared at <https://www.canserv.eu/services/>.

4.4 The Parties acknowledge that data obtained from utilizing the Services will also be shared initially with two ongoing initiatives within the EU Cancer Mission, namely EOSC4Cancer and, when established, with UNCAN.eu, for the development and improvement of further services.

4.5 The Parties acknowledge that the research data generated through the Services may be reused within the canSERV project or other EU Cancer Mission initiatives after an embargo period.

ART. 5 – CONFIDENTIALITY AND ACKNOWLEDGMENT

5.1 Information, data and documents, both in digital and paper format, shared among the Parties in the framework of the Contract, shall be considered strictly confidential and shall not be disclosed to third party/ies without prejudice to any written authorization from the Party owning the confidential information.

5.2 The Provider shall not disclose any confidential information or outcome deriving from the execution of the User's project activities, which might be patented, if not with prior written permission by the Client.

5.3 The Parties shall agree upon terms and modalities of publication of the Project results on international journals and/or of dissemination through conferences, workshops, etc.

In the event of any output (i.e. publication, patent, data, etc.) obtained through the Services, Users agree to acknowledge canSERV and the Euro-BioImaging infrastructure in publications. A good example is: *"This work benefited from access to the Center for Advanced Preclinical Imaging (CAPI), First Faculty of Medicine, Charles University, part of the Czech-BioImaging and the Euro-BioImaging research infrastructure. Financial support was provided by the European Union's Horizon Europe research and innovation programme under grant agreement number 101058620 canSERV."*

ART.6 - RESPONSIBILITIES

The Provider will perform the User's project activities in compliance with all related European and national legislation, rules and regulations. The Provider shall be responsible for any damage caused to its employees or to objects belonging to the Provider occurring during the execution of the User's project and to the Client as well, if the damage is caused to the Client within cooperation based on this Contract.

ART. 7 - WITHDRAWAL

The Provider reserves the right to withdraw from the present Contract, with written notice sent to the Client by certified email on fguc@fgu.cas.cz, [REDACTED] will be copied in communication, in case of unforeseen circumstances prevent the prosecution of the experiments or make the experimentation too resources demanding. In this case, the Client shall pay for the activities carried out prior to termination of the Contract. The Client may terminate this Contract from whatever reason or even without any reason by written notice to be sent to the Provider. Upon delivery of this notice the Contract is terminated with immediate effect.

ART. 8 – TERMINATION CLAUSE BY DEFAULT

In the case of a breach of the Contract by one of the two Parties, the Contract can be terminated by written notice sent to the other Party, if Party breaching the Contract does not make the remedy within period reasonably determined by the other Party. In this case the respective Party shall inform the other Party by certified email and the termination shall be immediately effective after receipt of such certified email.

ART. 9 – COMPETENT COURT

Any dispute, controversy or claim arising out of or in relation to the present Contract, or the existence, interpretation, application, breach, termination or invalidity thereof, if not settled amicably, shall be settled under the jurisdiction of competent Czech court.

Art. 10 – CONTRACT PUBLICATION

This Contract is subject of publication in the Czech registry of agreements according to act. no. 340/2015 Coll., on Special Conditions for the Effectiveness of Certain Contracts, Publication of Such Contracts and on the Register of Contracts (Act on the Register of Contracts), as amended ("register of agreements"). The Parties agree that the Provider will publish this Contract in the register of agreements and inform the Client about it. The parts of the Contract including confidential information, trade secret or the other sensitive information, if applicable (it can be included in Annex 1) as well as personal data shall be excluded from publication in the register of agreements.

Art. 11 - PRIVACY

Personal data included in the present Contract will be treated according to relevant laws about personal data protection, it means mainly by act no. 110/2019 Coll. and by regulation EU 2016/679 of the European parliament and of the Council of 27.4. 2016 on the protection of natural persons regarding the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

Art. 12- FINAL PROVISIONS

This Contract is governed by the Czech law, especially by Civil code (Act no. 89/2012 Coll.)

This Contract may be amended or modified only by written amendments signed by authorized representatives of both Parties.

The Parties enter this Contract upon previous discussions, mutual consent, from their free and solemn will.

This Contract is made in 3 counterparts, one for each Party and one for canSERV. In the case of electronic signature, only one electronic counterpart will exist, and authorized representatives of Parties shall sign it by their valid advanced (qualified) electronic signatures in accordance with Act. no. 297/2016 Coll.

This Contract is valid upon signature by both Parties, effective upon its publication in the register of agreements.

Annex no.1 : User's Project Proposal (canSERV PID 39803)

Annex no.2 : TNA Tables of required services

In Prague on 23. 10. 2025

For the Client,

Ondrej Kuda, Ph.D., director

In Prague on

For the Provider,

prof. MUDr. Martin Vokurka, CSc., the dean