

ACADEMIC RESEARCH BREEDING AGREEMENT

Taconic Biosciences, Inc., One Discovery Drive, Suite 304, Rensselaer, NY 12144, United States, ("Taconic") makes this Academic Research Breeding Agreement ("Agreement") available to research investigators ("Investigator" or "Investigators") at not-for-profit institutions ("Institution" or "Institutions") that desire to acquire the rights to breed a Taconic Transgenic Model subject to the agreement of Institutions on behalf of themselves and Investigators to all terms and conditions of the Agreement and the acknowledgment of the terms and conditions of this Agreement by Investigators set forth on Exhibit A. Now therefore, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Taconic and Institutions (on behalf of themselves and Investigators) agree as follows.

1. This Agreement shall be effective upon the receipt by Taconic of an executed copy of this Agreement and a purchase order agreeing to pay a non-refundable fee of [REDACTED] as the initial consideration for the grant of the rights set forth in this Agreement (the purchase order forms Exhibit B to this Agreement). [REDACTED] will be invoiced under separate cover,
2. On and after the effective date, Taconic grants to Institutions the right for Investigators to [REDACTED] (the "Model") at Institution's Research Facility specified below. For clarity, all progeny of the Model shall be included within the term "Model".
 - A. This right to breed shall be site specific to Institution's Research Facility -Czech Centre for Phenogenomics, at the Institute of Molecular Genetics AS CR (Ústav molekulární genetiky AV ČR, v.v.i.), Videnska 1083, 142 20 Praha 4, Czech Republic ("IMG") (the animal facility and laboratories are located at the address Prumyslova 595 - BIOCEV, 252 50 Vestec, Czech Republic, belonging to the same institution).
 - B. This right to breed granted herein is non-exclusive and non-transferable, and does not include the right to grant sublicenses.
 - C. Institutions represent and warrant that the Model will be used in studies conducted by and on behalf of Investigators and that such studies will be funded by non-profit organizations exclusively.
 - D. The Research Investigators agree to acknowledge Taconic Biosciences, Inc. as the source in any research studies published or presented using the Model.
 - E. The right to breed granted herein includes the right to [REDACTED] from Taconic.
3. The Model and any biological materials of [REDACTED] derived from the Model ("Biological Materials") may be used only for research and testing to be conducted at Institutions under the general direction of Investigators in compliance with applicable laws and regulations. **Biological Materials shall not be used in humans under any circumstances.**
4. This Agreement shall have a term of **three years**, commencing upon the date contained in Section 11 below (the "Effective Date"). This Agreement may be extended for additional one year term upon the execution of a new Research Breeding Agreement by Taconic and the Institution/s and upon Institution's payment to Taconic of the appropriate fee specified in such Research Breeding Agreement. Within thirty (30) days after termination or expiration of this Agreement for any reason the Model and the Biological Materials shall be destroyed and written certification of such destruction will be provided to Taconic by Institutions. Any notice of termination of this Agreement from Institutions shall be accompanied by a declaration that this has been done. Failure by Institutions or Investigators to comply with the terms of this Agreement shall entitle Taconic to terminate this Agreement immediately by written notice and to seek appropriate remedies. Termination or expiration of this Agreement shall not release any party from its matured obligations.
5. Institutions may not transfer the Models, the mating format and/or genotyping protocol information, and/or Biological Materials to a third party without prior written approval from Taconic. TACONIC MAKES NO REPRESENTATION OR WARRANTY EXPRESS OR IMPLIED, CONCERNING THE MODEL OR BIOLOGICAL MATERIALS, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY AS TO THE VALIDITY OR SCOPE OF ANY INTELLECTUAL PROPERTY RIGHTS OR NON-INFRINGEMENT OF ANY THIRD PARTY RIGHTS.

6. Institutions agree to indemnify Taconic and its directors, officers, employees and agents and Taconic licensors and to hold them harmless from any and all claims, costs, damages or expenses resulting from or arising out of the use or other disposition of the Model, or the Biological Materials by Institutions and/or Investigators, including but not limited to claims, costs, damages or expenses with respect to death or injury to persons or damage to or loss of property.
7. This Agreement may not be assigned by Institution. Taconic may assign the Agreement at any time and shall inform the Institution within sixty (60) days after any assignment.
8. No rights are granted under any patent rights, copyrights or trade secrets owned by or licensed to any party other than as specifically provided in this Agreement.
9. Modifications of and waivers under this Agreement shall be valid only if made by an instrument in writing signed by the party to be charged. This Agreement embodies the entire understanding of the parties, expressly superseding all related prior communications. The purchase order shall not alter or amend the terms and conditions of this Agreement and any term of the purchase order which is an alteration or amendment of this Agreement shall have no force or effect. In the event that any part of this Agreement shall be held illegal, void or ineffective, the remaining portions hereof shall remain in full force and effect.
10. This Agreement shall be interpreted and construed in accordance with the laws of the State of New York, without regard to its rules governing conflicts of law, and as if it were an agreement between two New York parties to be performed wholly within New York. Institutions agree to submit to jurisdiction in New York for purposes of resolving any controversies, claims or disputes arising out of or relating to this Agreement.
11. Taconic and Institutions have executed this Agreement to be effective as of the 1 day of June 2018 ("**Effective Date**") and all notices, payments or other communications in writing will be sent as indicated below.
12. This Agreement is subject to publication in the Register of Contracts under the Czech Act No. 340/2015 Coll., on the Register of the Contracts. IOCB shall arrange for publication of the Agreement in the stated Register of Contracts, whereas the extent of publication will be agreed by the parties.

Signatures follow next pages

Taconic:

Signature

1 June 2018

Date

Wendy E. Nack-Lawlor, JD, Director, Associate General Counsel
Taconic Biosciences, Inc.
One Discovery Drive, Suite 304
Rensselaer, NY 12144
United States, Phone: 518-697-3900, Fax: 518-697-3910

Institutions:

Institute of Organic Chemistry and Biochemistry of the CAS (IOCB)
(Ústav organické chemie a biochemie AV ČR, v.v.i.)
Flemingovo náměstí 542/2
166 10 Praha 6
Czech Republic
RNDr. PhDr. Zdeněk Hostomský, CSc., director

Signature

Date

Charles University, Faculty of Pharmacy in Hradec Králové
(Univerzita Karlova, Farmaceutická fakulta v Hradci Králové)
Akademika Heyrovského 1203, Hradec Králové 500 05
Czech Republic
prof. PharmDr. Tomáš Šimůnek, Ph.D., dean of the faculty

05. 06. 2018

Signature

Date

Email:

Institute of Molecular Genetics of the CAS (IMG)
(Ústav molekulární genetiky AV ČR, v.v.i.)
Videnska 1083
142 20 Praha 4
Czech Republic

RNDr. Petr Dráber, DrSc., director

Signature

Date

UNIVERZITA KARLOVA
FARMACEUTICKÁ FAKULTA
Akademika Heyrovského 1203
500 05 Hradec Králové ①
IČO 00216208 DIČ CZ00216208

ÚSTAV MOLEKULÁRNÍ GENETIKY
AV ČR, v.v.i.
Videňská 1083, 142 20 Praha 4
(53)

Purchase Order No.: 91.531-18 ; 91.532-18

Purchase Order Must be Annexed with the Signed Agreement

Exhibit A –Investigators

The undersigned Investigator acknowledges that he or she has read and understood the terms and conditions of the Research Breeding Agreement to which this exhibit is attached and hereby agrees to be bound by the terms and conditions of the Research Breeding Agreement.

Investigators:


 Institute of Organic Chemistry and Biochemistry of the CAS (IOCB)
 (Ústav organické chemie a biochemie AV ČR, v.v.i.)
 Flemingovo náměstí 542/2
 166 10 Praha 6
 Czech Republic

Signature

18.06.2018

Date

Phone: (+420) 220 183 333
 email: uochb@uochb.cas.cz

, PhD
 Professor
 Charles University, Faculty of Pharmacy in Hradec Králové
 (Univerzita Karlova, Farmaceutická fakulta v Hradci Králové)
 Akademičtí Heyrovského 1203, Hradec Králové 500 05
 Czech Republic

Signature

6/5/2018

Date

Phone: +420 495067 , cell: +420 
 email: @faf.cuni.cz

, PhD
 (Ústav molekulární genetiky AV ČR, v.v.i.)
 Institute of Molecular Genetics of the CAS (IMG)
 Vídeňská 1083, 142 20 Praha 4, Czech Republic
 Department:
 Czech Centre for Phenogenomics
 BIOCEV (IMG), Prumyslova 595, 252 50
 Vestec, Czech Republic

Signature

Date

Phone: +420 325 873 
 email: @img.cas.cz

, PhD
 Institute of Molecular Genetics of the CAS (IMG)
 (Ústav molekulární genetiky AV ČR, v.v.i.)
 Vídeňská 1083, 142 20 Praha 4, Czech Republic
 Department:
 Czech Centre for Phenogenomics
 BIOCEV (IMG), Prumyslova 595
 252 50 Vestec
 Czech Republic

Signature

6-6-2018

Phone: +420 325 873 
 email: @img.cas.cz; @img.cas.cz