

**Agreement for the application of certified method: Early sex selection in Nepenthes seedlings by molecular determination.**

elaborated within the research project to support the development of research institution no .  
LO1417

concluded pursuant to the provisions of Section 1746 (2 ) of Act No. 89/2012 Coll., the Civil  
Code

Contracting parties:

1. Charles University, Faculty of Science  
with its registered office at Albertov 6 , Prague 2 128 43  
IR: 00216208  
Tax ID: CZ CZ00216208  
represented by Prof. RNDr. Jiří Zima, CSc. , Dean of the Faculty  
(hereinafter referred to as "Method provider")
  
2. Andreas Wistuba, Ph.D. (Verkauf von exotischen Pflanzen)  
Friedhofweg 4  
88437 Maselheim  
IR: 287418967  
Tax ID: DE287418967  
(hereinafter referred to as "Method user")

**Article 1**

**Subject of the contract**

1.1. The subject matter of this agreement is the application of the certified method (hereinafter referred to as "Method") processed in the framework of the research project (support of the development of research institution) no. LO 1417 with the title "Centre of Experimental Plant Biology, CU".

**Article 2**

Authorship of the method and the goal of applying the method.

2.1. Author of the method is

2.2. The aim of the methodology is to provide efficient method for sex selection in Nepenthes seedlings in very early stage of their development. The Method is also independent on commercial kits provided by single manufacturer and is based on commonly available chemicals.

**Article 3**

**Scope of application of the methodology and expected benefits**

Article 4  
Adjustment of ownership and use of rights to the method

- 4 .1. The provider of the method is authorized to dispose of the method referred to in point 1.1.
- 4 .2. The user of the method is entitled to use this methodology to achieve the goal according to point 2.2. for the duration of this agreement.
- 4 .3. User method is obliged to proceed in dealing with the method in accordance with the law no. 121/2000 coll., Copyright Act, as amended from time to time.
- 4 .4. The methodology provider declares that the elaborated method does not interfere with the rights of other persons from industrial or other intellectual property.
- 4 .5. Method provider points out, that worked method developed in the framework of research project on development research organization, is contracted accessible to all potential users.
- 4 .6. The user of the method has no right to pass the method to another user.

Article 5  
Final provisions

5 .1. If any party breaches its contractual obligations, or if the declaration by a method referred to in paragraph 4.1, the parties agree as a sanction that the other party is entitled of to immediately terminate this agreement.

This agreement is concluded for an indefinite period with three months' notice. The notice period starts to run from the first day of the month following the delivery of the notice to the other contracting party.

5 .2. This contract is concluded on the basis of the Contract on the provision of support to solve research project no. LO1417 (MSMT-42495/2014).

5 .3. Any amendments to this agreement may be made only by consecutive numbered amendments to this agreement signed by authorized representatives of the parties.

5 .4. The obligations and rights arising from this agreement shall pass to the eventual legal successors of the contracting parties.

5 .5. This agreement comes into force upon signature of both contracting parties and efficacy of the date of publication pursuant to act 340/2015 coll., on the register of contracts.

5 .6. This agreement shall be drawn up in three counterparts, each of which shall have the validity of the original. Each contracting party shall receive one counterpart. One copy of the agreement receives provider of institutional support for research project / support of research organizations, in the framework of which the method is elaborated.

5 .7. A description of the method is included in this contract. Method provider transmits the document to user at subscription of the agreement in electronic form. In the event that the

method will be subsequently published in print, transmit provider methodologies immediately after it you printing user methodology, an original copy of the designation ISBN.

5.8. The method is provided to the user free of charge in the event that the project follows rules for agriculture and fisheries sectors pursuant to Art. 31 ABER and Art. 30 GBER.

5.9. Information on the applied method for registration in the RIV shall be provided by the respective provider of targeted support. This agreement will be mentioned in the report on the research project (report on the use of support for the development of the research organization) for the year 2017.

Author of the method	
In Prague on: 26. 9. 2019	(signature) —

Signatures of the Contracting Parties

For the provider of the method <b>UNIVERZITA KARLOVA</b> PŘÍRODOVĚDECKÁ FAKULTA Albertov 6, 128 43 Praha 2 IČO: 00216208, DIČ: CZ00216208 UK – 104	Charles University, F:  Prof. RNDr. Jiří Zima, Dean of the Faculty of Science
In Prague on: 7. 10. 2019	
For the users of the method	An (Vč)
In Maselheim on: 25. 9. 19	