

**AGREEMENT ON TERMINATION OF THE FUNDED NON-INTERVENTIONAL REGISTRY  
AGREEMENT WITH AN ACADEMIC GROUP  
(hereinafter known as “Agreement”)**

This Agreement is made, on the date of its execution below, by and

BETWEEN

**ROCHE s.r.o.**

with its registered office at Sokolovská 685/136f, 186 00 Praha 8, Czech Republic,

Registered in the commercial register maintained by the Municipal Court in Prague, section C, file 13202

ID No.: 49617052, VAT ID: CZ49617052

**(Hereinafter known as “ROCHE”)**

AND

**Masarykova univerzita**

with its registered office at Žerotínovo nám. 9, 601 77 Brno, Czech Republic, Faculty of Medicine, located at: Kamenice 753/5, 625 00 Brno, Czech Republic

Represented by: prof. MUDr. Martin Bareš, Ph.D., dean of the Faculty

Masaryk University is a public university under the Act. 111/1998 Coll., on Universities, as amended

ID No.: 00216224, VAT ID: CZ00216224

**(Hereinafter known as “GROUP”)**

**(hereinafter collectively known as “Parties”)**

**PREAMBLE**

- A. The Parties entered into the Funded Non-Interventional Registry Agreement with an Academic Group executed on 18 December 2017 (hereinafter “**Contract**”).
- B. The Parties wish to terminate the Contract due to the fact that GROUP wishes to cease the cooperation with ROCHE and enter into an agreement with another Roche entity regarding the subject-matter of the Contract.
- C. The Parties agree to terminate the Contract by mutual agreement under the terms and conditions of this Agreement.

**1 TERMS AND CONDITIONS OF TERMINATION**

- 1.1 The Parties agree that the Contract shall be terminated as of the date of execution hereof.
- 1.2 The Parties acknowledge and agree that all ROCHE obligations under the Contract have been discharged and there are no outstanding financial or other obligations to be performed by ROCHE. The Parties acknowledge and agree that all GROUP obligations under the Contract have been discharged and there are no outstanding financial or other obligations to be performed by GROUP.

- 1.3 The Parties acknowledge that ROCHE's rights to use Results, discoveries and/or inventions in accordance with Article 6 of the Contract shall survive the termination of the Contract for an unlimited period of time.
- 1.4 Notwithstanding the foregoing, the Parties hereby also acknowledge that, as agreed in the Contract, the undertakings made in Articles 5 (LIABILITY AND INDEMNITY), 6 (INTELLECTUAL PROPERTY RIGHTS), 7 (CONFIDENTIALITY), 8 (PUBLICATION AND PUBLICITY), 9 (DATA DISCLOSURE), 11 (TERM AND TERMINATION), 16 (GENERAL PROVISION) and 17 (APPLICABLE LAW AND JURISDICTION) shall remain in force after the termination of the Contract. However, the Parties agree that the undertakings in Article 3 (NIS SAFETY REPORTING OBLIGATIONS), shall not survive the termination of the Contract and the SAFETY DATA EXCHANGE AGREEMENT attached to the Contract as Attachment 4 ceases to exist as of the execution hereof.

## 2 FINAL PROVISIONS

- 2.1 This Agreement shall be executed in two (2) original counterparts of which each Party shall receive one.
- 2.2 The Parties represent that they have read all the terms and conditions of this Agreement and that these express the free and sincere will of the Parties.

IN WITNESS WHEREOF, the Parties by their duly authorized representatives have caused this Agreement to be executed.

Signed on behalf of:

**ROCHE:**

[Redacted signature]

Date: 29-07-2019  
dd MON yyyy

Authorized signatory

dělné moci

[Redacted signature]

2<sup>nd</sup> Authorized signatory

Signed on behalf of:

**GROUP:** Masarykova univerzita

[Redacted signature]

Date: 24-10-2019  
dd MON yyyy

~~prof. MUDr. Martin Bareš, Ph.D.~~  
Authorized signatory

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