

**Service and Cooperation Agreement**  
**On specific tasks of the CZ.02.2.69/0.0/0.0/16\_014/0000641 project**

Concluded in compliance with the provisions of the Code No.1746, 89/2012 Coll. of Czech law, as later amended, on the below-mentioned day, month and year, between:

**Biology Centre CAS**

Address: Branišovská 31, 370 05 České Budějovice, Czech Republic  
Represented by: prof. RNDr. Libor Grubhoffer, CSc., D.Sc., director  
(*Hereinafter also as "BC"*)

And

**Max Planck Institute of Molecular Cell Biology and Genetics**

Address: Pfotenhauerstraße 108, 01307 Dresden, Germany  
Represented by:  
(*Hereinafter also as "MPI"*)

Collectively referred to as "Parties" and individually as "Party" entered this agreement (further also as "SCA") as follows:

**I. Preamble**

The BC and the MPI work in a similar field of research and development. The BC works on a project CZ.02.2.69/0.0/0.0/16\_014/0000641 (hereafter as "Project 641") where it needs certain research consulting and educational services specified in the "Scope and conditions of Cooperation" section (hereafter also as "Services"). The MPI has the knowledge, experience, know-how and general means to provide the Services. The beneficiary of the Services is the BC therefore the MPI should receive compensation for providing the Services. Based on discussion and mutual understanding by the Parties of the possibility to receive and to provide the specific Services of certain value to BC and MPIs willingness to assist BC reach certain results relating to the Project OP VVV CZ.02.2.69/0.0/0.0/16\_014/000064, the BC wishes the MPI to perform the Services and the MPI is willing with the specified compensation and under the current terms and conditions to provide the Services to BC.

**II. Scope, conditions and price of the Services**

2.1 The Services specifically consists of providing a BC employee, [REDACTED], for a 14 to 20- day internship during the month of October 2019 at the MPI in Dresden. The internship is bound to an educational consultancy and practical training in the fields of research methods, innovation and utilization of results in the fields of gene expression, microscopy and other relevant topics, especially focusing on an impact approach to address global challenges, technology and knowledge transfer and collaboration with industry.

2.2 The internship will be provided including relevant amount of research consulting, accommodation and meals. The accommodation and meals will be charged separately based on the real consumption. The Services fee covers all materials, instrument and machine costs (including instrument usage) and will be paid as a single payment of 200.000,- CZK or an equivalent in EUR according to the current ČNB exchange rate. The payment of the above mentioned Services fee includes all consulting costs. The consulting shall be provided with care and performed by employees who possess appropriate skills, qualifications and experience. The Services fee is calculated based on the average costs of the resources (staff time, use of facilities and materials) provided by MPI-CBG during the provision of Services.

2.3 Should there be any specific background knowledge of any of the parties needed for the purpose of realizing the Service according to this SCA, it will be shared in the amount necessary to realize the Service and if necessary the partners will agree on an NDA for the knowledge in a professional and timely manner without any unnecessary withholding. In case any foreground knowledge and/or data are generated under the Services and within the scope of this agreement, all intellectual property whether

patentable or not is and will be the property of MPI. This however does not affect possible authorship rights of [REDACTED], which will be guided by standard rules of good scientific practice. A party can disclaim ownership of its intellectual property by a written declaration to the other party.

2.4 The parties agree on supporting an open and timely discussion and consultation essential for carrying out the Services and agree that they will inform each other should they learn of any obstacle or state that could either delay, endanger or reduce the quality of the Services or that may harm the reputation and/or legitimate interests of the other party. Both Parties are entitled to suggest stopping execution of the Services if there are real, unanticipated prerequisites for fulfilling the Services encountered while looking for a solution. In case the Services are stopped, the Parties will discuss the amount and type of the already provided services in the framework of the already charged costs and negotiate a fair and adequate reimbursement.

2.5 The communication between the parties will be done via the contact persons given in this agreement. The contact person for the MPI shall be [REDACTED], email: [REDACTED], the contact person for the BC shall be [REDACTED], email: [REDACTED].

### III. Final provisions

3.1 The Parties shall make efforts to settle any disputes, including legal ones that might arise from executing and interpreting this agreement, within their mutual understanding, goodwill, habitual practice and fair business relationship.

3.2 This agreement shall be governed by the laws of Germany.

3.3 Nothing in the agreement shall be deemed to constitute an employment relationship or offer of employment nor is a partnership or joint venture between MPI and BC concluded or anticipated through execution of this agreement. Either Party is entitled to withdraw from the present SCA before the single payment has taken place.

3.4 If any of the articles herein, which do not constitute a substantial part of the present SCA, becomes invalid or unenforceable as a whole or in part, or if it contains any inaccuracies or ambiguities or formal imperfections, it may be separated from other provisions of this SCA and will have no impact on validity and enforceability of the SCA as a whole. If the provisions under the present SCA, which constitute substantial part, are or become invalid or unenforceable as a whole or in part, the Parties undertake to substitute such invalid or unenforceable provision within 15 working days after having found that fact, using new effective and enforceable provisions whose sense shall correspond as close as possible to the original provisions.

3.5 The present SCA has been written up in the English language, in two counterparts of which either is valid as the original. Each Party shall receive one counterpart. Signatures on counterparts delivered by facsimile or in PDF format are treated as "original" signatures under this paragraph. Both the Parties declare having thoroughly read the SCA and understood its contents. In witness thereof, the Parties put their authorized signatures hereinafter.

**Biology Centre CAS**

**Max Planck Institute**

In České Budějovice date: 4. 10. 2019

In Dresden date:

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prof. RNDr. Libor Grubhoffer, CSc., D.Sc.

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