



Dated July 12, 2017

**(1) Czech Technical University in Prague, Faculty of Electrical Engineering**

**(2) The Research Institute of the McGill University Health Centre**

**(3) Dr. Ronald Postuma**

**Collaboration Agreement**

**THIS AGREEMENT** is made **BETWEEN:**

**(1) Czech Technical University in Prague, Faculty of Electrical Engineering**  
VAT: CZ68407700, public university registered in Czech Republic whose seat is at Zikova  
1903/4, 166 36 Praha 2, Czech Republic (hereafter, *Czech Technical University*).

**(2) The Research Institute of the McGill University Health Centre**, a not-for-profit organization incorporated under the laws of the province of Quebec having its head office at 2155 Guy Street, Suite 500, Montreal, Quebec, Canada H3H 2R9 (hereafter, *Institution*).

**(3) Dr. Ronald Postuma**, with an address at McGill University Health Centre, Montreal General Hospital, 1650 Cedar Avenue, Montreal, Quebec, Canada H3G 1A4 (hereafter, *Principal Investigator*).

Institution and Principal Investigator, hereafter, *Site*;

## 1. TERMS AND CONDITIONS OF THE AGREEMENT

- a) **Czech Technical University** and **Site**, undertake to collaborate in the scientific project "Automatic acoustic speech analysis and REM sleep behaviour disorder for detecting subjects at high risk for Parkinson's disease and other alpha-synucleinopathies" (Grant ID:12546), which is funded by the Michael J Fox Foundation for Parkinsons' Research (hereinafter referred to as "Project"). The Project is specifically described in the *attachment no. 1* of this agreement. The contribution of the Site on the Project is specifically described in the *attachement no. 1* of this agreement. The initiation date of the Project is March the 13th 2017.
- b) **The Site** agrees to provide English or French speech recordings from at least 23 REM Sleep Behavioral Disorder (RBD) subjects, 23 patients with early Parkinson's disease (PD) and 23 healthy control subjects, based upon two visits at the entry of study (Visit 1) and after 12 months (follow-up Visit 2), along with its associated demographic information including personal history, history of drug and substance intake and current drug usage as well as clinical information including MDS-UPDRS, SCOPA-AUT and MoCA. Czech Technical University will provide recording equipment including microphone and recorder to the Site.
- c) The **goal** of the collaboration project is the implementation of a system for diagnosis and prognosis in subjects with RBD and PD based on speech biomarkers.
- d) The Site agrees to meet milestones, provide scheduled deliverables, including any reports related to the Project as requested by Michael J Fox Foundation for Parkinsons' Research and described in attachment no. 1 to this Agreement.

## 2. PAYMENT

- a) The collaboration between **the Site** and **Czech Technical University** is covered by the Michael J Fox Foundation for Parkinsons' Research project budget attached hereto as *attachment no. 2*. Czech Technical University will pay the Site in accordance with the payment schedule attached hereto as *attachment no. 3*.
- b) The budget for the collaboration covered by this Agreement (hereinafter referred to as "Payment") is broken down in the *attachment no. 2*, but may be summarized as follows: \$2.000 US Dollars for start-up and \$8.000 for follow-up procedures according to the study milestones (*attachment no. 3*), \$540 US Dollars per investigated subjects' trio (1 RBD subject, 1 PD subject and 1 healthy control subject) for Visit 1

and \$540 US Dollars per investigated subjects' trio (1 RBD subject, 1 PD subject and 1 healthy control subject) for Visit 2. There will be an overhead of 25% payable by the Czech Technical University. Site has the responsibility to continuously report via email each 2 weeks to Czech Technical University the status of subjects recruitment and Czech Technical University has the right to stop further recruitment if 23 subjects' trio is recorded for a specific language. Payment of the subjects' trio compensation will be issued upon recruitment reports provided to Czech Technical University in accordance with accomplishing the milestones (*attachment no. 3*).

- c) The payment of contribution will be made by Czech Technical University within 60 day after accomplishing the milestones (*attachment no. 3*) and receiving the payments from the Michael J Fox Foundation. Michael J Fox Foundation payments have been planned according to the milestones (*attachment no. 3*) within 30 days after *March 2017, June 2017, December 2017, June 2018, and December 2018*.
- d) Payments made in the Project shall be payable to **The Research Institution of the McGill University Health Centre** and shall be sent to:

Account number: [REDACTED]

Branch number/Transit number: [REDACTED]

Account Holder: [REDACTED]

Address: [REDACTED]

Bank name and address: [REDACTED]

SWIFT code: [REDACTED]

### 3. DATA OWNERSHIP AND WARRANTY

- a) The intellectual property of the data set generated within the Project will remain with the data provider, the Site. The Site shall grant a right, as per institutional guidelines, to the Czech Technical University and Michael J Fox Foundation for Parkinsons' Research to exploit and use the data to realize the Project as described in attachment no. 1 to this Agreement and to publicly share the data indefinitely for research purposes after the Project is finished.
- b) When the patient included in study withdraws his consent with this study his speech and clinical data will be kept but no further information will be collected on a participant.
- c) The data are provided by the site "AS IS" without any warranties, including any warranty of fitness for a particular purpose.

### 4. PUBLICATIONS POLICY

This study is aimed to (i) demonstrate that motor speech disorders are sensitive prodromal markers of Parkinson's disease and related neurodegenerative disorders, and

(ii) to demonstrate that automated acoustic speech analysis allows objectively capturing prodromal speech impairment in RBD across different languages. If the **Site's** data will be part of the final publication resulting from this project, **the Site** authors will appear and will have the right of reviewing the final publication, before publication is submitted.

Site shall also have the right to publish and/or present the Site's data as part of a publication or presentation of the results of the Study. **Czech Technical University** shall be acknowledged appropriately in any such publication or presentation.

The publication policy clause is not affected by the Termination clause (see 5).

## 5. TERMINATION

- a) This agreement will terminate on the end date of the Michael J Fox Foundation Project.
- b) Any future collaboration associated with the Project including the exploitation of the technologies to be developed will be defined in a separate agreement.

## 6. GENERAL

- a) **Notices:** Any notice to be given under this Agreement must be in writing via email.
- b) The parties' respective **representatives** for the receipt of notices are, until changed by notice given in accordance with this clause, as follows:

[REDACTED]

[REDACTED]

Email:

[REDACTED]

[REDACTED]

- c) **Assignment:** Neither party may assign or transfer this Agreement as a whole, or any of its rights or obligations under it, without first obtaining the written consent of the other party. That consent may not be unreasonably withheld or delayed.
- d) **No agency:** Nothing in this Agreement creates, implies or evidences any partnership or joint venture between the parties, or the relationship between them of principal and agent. Neither party has any authority to make any representation or commitment, or to incur any liability, on behalf of the other.
- e) **Entire agreement:** This Agreement constitutes the entire agreement between the parties relating to its subject matter. Each party acknowledges that it has not entered into this Agreement on the basis of any warranty, representation, statement, agreement or undertaking except those expressly set out in this Agreement. Each party waives any claim for breach of this Agreement, or any right to rescind this Agreement in respect of any representation, which is not an express provision of this

Agreement. However, this clause does not exclude any liability that either party may have to the other (or any right which either party may have to rescind this Agreement) in respect of any fraudulent misrepresentation or fraudulent concealment prior to the execution of this Agreement.

- f) **Amendments:** No variation or amendment of this Agreement will be effective unless it is made in writing and signed by each party's representative.
- g) **Third parties:** No one except a party to this Agreement has any right to prevent the amendment of this Agreement or its termination, and no one except a party to this Agreement may enforce any benefit conferred by this Agreement, unless this Agreement expressly provides otherwise.
- h) **Governing law:** This Agreement shall be interpreted under the laws of the defending party's jurisdiction. If there is any cause of action, it shall be held in the jurisdiction of the defending party.
- i) **Language:** This Agreement is made in English language.
- j) This agreement supersedes any and all other discussions, negotiations and representations of any kind and constitutes the entire understanding of **Czech Technical University** and **the Site** with regard to the subject matter herien.
- k) **Register of contracts:** The Parties agree with publication of this Agreement in the register of contracts pursuant to the Act no. 340/2015 Coll., On the register of contracts. The publication shall be ensured by the Czech Technical University in Prague; if one of the parties considers some of the information specified in the contract for personal information or trade secrets, or data that may be to publish under the Act, such information must be explicitly identified as such during the contracting process.

[Redacted signature area]

Date: 15 -08- 2017

Date July 17/17