

MATERIAL TRANSFER AGREEMENT

*University of Nebraska Medical Center, 986099 Nebraska Medical Center
Omaha, NE 68198-6099 phone [REDACTED]*

THIS MATERIAL TRANSFER AGREEMENT is between the Board of Regents of the University of Nebraska, a corporate public body, by and on behalf of the University of Nebraska Medical Center, having an office at 986099 Nebraska Medical Center, Omaha, NE 68198-6099, USA, represented by [REDACTED] ("UNMC"), and Palacky University Olomouc, having an address at Křížkovského 511/8, 771 47, Olomouc, Czech Republic, represented by prof. Jaroslav Miller, rector ("RECIPIENT") whereas this Agreement is entered into for the purpose of conducting of research of RECIPIENT's employee [REDACTED] ("INVESTIGATOR"). Hereinafter, UNMC and RECIPIENT may each be individually referred to as "Party", or collectively, as "Parties".

1. RECIPIENT desires to receive certain biological materials described as "Shy-5y Neuroblastoma with inserted LC3 target" ("ORIGINAL MATERIAL") from UNMC, for use in research of the INVESTIGATOR described as "studying the cell lines to determine if compounds made will boost mitochondrial metabolism in the cells" ("RESEARCH") under the terms and conditions of this Agreement.
2. MATERIAL shall mean the ORIGINAL MATERIAL, PROGENY (unmodified descendant from the MATERIAL, such as virus from virus, cell from cell, or organism from organism), and UNMODIFIED DERIVATIVES (substances created by the RECIPIENT and the INVESTIGATOR which constitute an unmodified functional subunit or product expressed by the ORIGINAL MATERIAL, such as subclones of unmodified cell lines, purified or fractionated subsets of the ORIGINAL MATERIAL, etc.). The MATERIAL shall not include: (a) MODIFICATIONS (substances created by RECIPIENT and the INVESTIGATOR which contain/incorporate the MATERIAL), or (b) other substances created by the RECIPIENT through the use of the MATERIAL which are not MODIFICATIONS, PROGENY, OR UNMODIFIED DERIVATIVES.
3. The INVESTIGATOR and the RECIPIENT agree that the MATERIAL:
 - (a) Is to be used solely for the RESEARCH, which is an academic research project;
 - (b) Will not be used in human subjects, in clinical trials, or for diagnostic purposes involving human subjects without the written consent of UNMC;
 - (c) Is to be used only at the RECIPIENT's organization and only in the INVESTIGATOR's laboratory (Slechtitelu 27, 783 71 Olomouc, Czech Republic) under the direction of the INVESTIGATOR or others working under his direct supervision; and
 - (d) Will not be transferred to anyone else within the RECIPIENT's organization without the prior written consent of UNMC.
4. The RECIPIENT and the INVESTIGATOR agree to refer to UNMC any request for the MATERIAL from anyone other than the persons working under the INVESTIGATOR's direct supervision. To the extent supplies are available, UNMC agrees to consider making the MATERIAL available, under a separate Material Transfer Agreement, to other

scientists provided that such other scientists reimburse UNMC for any costs relating to the preparation and distribution of the MATERIAL.

5. This Agreement shall not be interpreted to prevent or delay publication of research findings resulting from the use of the MATERIAL or the MODIFICATIONS. If a publication results from research using the MATERIAL, the RECIPIENT and the INVESTIGATOR agree to acknowledge UNMC and its respective scientists according to established standards for academic publications.
6. Any MATERIAL delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. UNMC MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.
7. Except to the extent prohibited by law, the RECIPIENT assumes all liability for damages that may arise for its use, handling, storage or disposal of the MATERIAL. UNMC will not be liable to the RECIPIENT and the INVESTIGATOR for any loss, claim or demand made by the RECIPIENT and the INVESTIGATOR, or made against the RECIPIENT and the INVESTIGATOR by any other party, due to or arising from the use of the MATERIAL by the RECIPIENT and the INVESTIGATOR, except to the extent permitted by law when caused by the gross negligence or willful misconduct of UNMC.
8. UNMC retains ownership of the MATERIAL, including any MATERIAL contained or incorporated in MODIFICATIONS. Ownership of MODIFICATIONS and DERIVATIVES of the material will be determined according to patent law.
9. The RECIPIENT retains ownership of: (A) MODIFICATIONS (except that, UNMC retains ownership rights to the MATERIAL included therein), and (B) those substances created through the use of the MATERIAL or MODIFICATIONS, but which are not PROGENY or UNMODIFIED DERIVATIVES. If either (A) or (B) results from the collaborative efforts of UNMC and the INVESTIGATOR, joint ownership may be negotiated.
10. The RECIPIENT and the INVESTIGATOR acknowledge that the MATERIAL is or may be the subject of a patent application. Except as provided in this Agreement, no express or implied licenses or other rights are provided to the RECIPIENT and the INVESTIGATOR under any patents, patent applications, trade secrets, or other proprietary rights of UNMC, including any altered forms of the MATERIAL made by UNMC. In particular, no express or implied licenses or other rights are provided to use the MATERIAL, MODIFICATIONS, or any related patents of UNMC for COMMERCIAL PURPOSES.
11. If the RECIPIENT desires to use or license the MATERIAL or MODIFICATIONS for the sale, lease, license or other transfer of the MATERIAL to a for-profit organization, the RECIPIENT agrees, in advance of such use, to negotiate in good faith with UNMC to establish the terms of the commercial license. It is understood by the RECIPIENT and the INVESTIGATOR that UNMC shall have no obligation to grant such a license to the RECIPIENT, and may grant exclusive or non-exclusive commercial licenses to others, or sell or assign all or part of their rights in the MATERIAL to any third party(ies), subject to any pre-existing rights held by others and obligations to the Federal Government.

12. The RECIPIENT shall have the right to distribute substances created by the RECIPIENT through the use of the MATERIAL only if those substances are not PROGENY, UNMODIFIED DERIVATIVES, or MODIFICATIONS without restriction.
13. Without written consent from UNMC, the RECIPIENT and the INVESTIGATOR may NOT provide MODIFICATIONS for COMMERCIAL PURPOSES. It is recognized by the RECIPIENT and the INVESTIGATOR that such COMMERCIAL PURPOSES may require a commercial license from UNMC and UNMC has no obligation to grant a commercial license to its ownership interest in the MATERIAL incorporated in the MODIFICATIONS. Nothing in this paragraph, however, shall prevent the RECIPIENT and the INVESTIGATOR from granting commercial licenses under the RECIPIENT's intellectual property rights claiming such MODIFICATIONS, or methods of their manufacture or their use, provided they notify UNMC in writing within thirty (30) days of receiving the request.
14. The RECIPIENT is free to file patent application(s) claiming inventions made by the RECIPIENT and the INVESTIGATOR through the use of the MATERIAL, but agree to notify UNMC upon filing a patent application claiming MODIFICATION(S) or method(s) of manufacture or use(s) of the MATERIAL.
15. The MATERIAL is provided at no cost. The RECIPIENT will bear shipping costs (FEDEX service) and any taxes, customs, or other fees associated with the transfer, if applicable.
16. The RECIPIENT and the INVESTIGATOR will use the MATERIAL in compliance with all laws, governmental regulations, and guidelines applicable to the MATERIAL, and when the MATERIAL is used in the UNITED STATES, the RECIPIENT and INVESTIGATOR will comply with National Institutes of Health guidelines. RECIPIENT and UNMC acknowledge that they must comply with export control laws, including the International Traffic in Arms Regulations (ITAR), 22 CFR 120-130, the Export Administration Regulations (EAR), 15 CFR 730-774, and the Foreign Assets Control Regulations, 31 CFR 501-598.
17. The RECIPIENT shall ensure that its directors, employees, servants, agents, consultants, contractors, and subcontractors involved in the RESEARCH shall be bound to the terms of this Agreement.
18. This Agreement is not assignable, whether by operation of law or otherwise, without the prior written consent of UNMC.
19. This Agreement will terminate on the earliest of the following dates:
 - (a) When the MATERIAL becomes generally available from third parties (such as through reagent catalogs or public depositories as an example);
 - (b) On completion of the RECIPIENT's current research with the MATERIAL; or
 - (c) Three (3) years from the date the RECIPIENT and INVESTIGATOR receive the MATERIAL from UNMC, provided that
 - (i) if termination should occur under 19 (a), the RECIPIENT shall be bound to UNMC by the least restrictive terms applicable to the MATERIAL obtained from the then-available resource; and
 - (ii) if termination should occur under 19 (b) or (c), the RECIPIENT will discontinue its use of the MATERIAL and will, upon direction of UNMC, return or destroy any remaining MATERIAL. The RECIPIENT and the

INVESTIGATOR will also either destroy the MODIFICATIONS or remain bound by the terms of this agreement as they apply to MODIFICATIONS.

20. Paragraphs 3, 4, 6, 7, 8, 10, 16, and 19 shall survive termination of this Agreement.

The Parties have caused this Agreement to be signed in duplicate by their duly authorized representatives.

Parties hereto acknowledge the fact that this Agreement is subject to obligatory publication under the Czech Act No. 340/2015 Coll. On Special Conditions of Effect of certain Contracts, Publication of these Contracts and on the Register of Contract (Act on the Register of Contracts) due to the fact that the value of this agreement exceeds CZK 50 000 without VAT.

RECIPIENT, which shall ensure publication hereof in the Register of Contracts, shall inform UNMC of the Agreement's publication immediately thereafter using the contact email address of UNMC stated in the preamble of this Agreement on page 1 hereof.

This Agreement is fully-executed as of the date of appending of signatures of authorized representatives of both of the Parties hereto and comes into effect as of the date of its publication in the Register of Contracts in accordance with the aforementioned act ("Effective Date").


UNMC will not provide the MATERIAL to RECIPIENT and further, UNMC shall not be obligated to provide, and shall not provide any performance hereunder prior to the RECIPIENT providing written confirmation to UNMC that the fully-executed Agreement has been published in accordance with the laws referenced in this Article 20.


In the event that the Parties electronically exchange signed documents converted into a pdf-file, the Parties agree that, upon being signed by authorized representatives of both Parties, this Agreement shall be considered fully executed. However, the Agreement shall not become effective until published in accordance with the laws referenced in this Article 20. A signed document being available as pdf-file will constitute evidence of the existence of this Agreement with the expectation that original documents may later be exchanged in good faith.

READ AND ACCEPTED:

UNMC

RECIPIENT

Signature: 

Signature: 

Print Name: 

Print Name: prof. Jaroslav Miller

Title: 

Title: rector

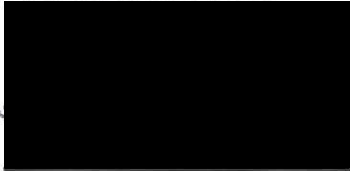
Date: December 18, 2019

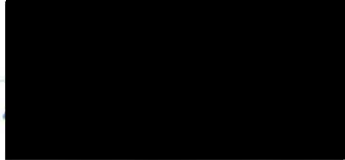
Date: JANUARY 8, 2020

READ AND ACKNOWLEDGED:

PROVIDER SCIENTIST

INVESTIGATOR

Signature: 

Signature: 

Print Name: 

Print Name: 

Date: 12-16-19

Date: January 6, 2020