Agreement on Development and Purchase between IOCB and Enantis

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	Confidential and Binding	_

The purpose of this Agreement on Development and Purchase (hereinafter referred to as the "Agreement") is to set forth the terms and conditions for development and production q Enantis and its purchase by IOCB (as defined below). 1. Parties Institute of Organic Chemistry and Biochemistry of the CAS (Ústav organické chemie a biochemie AV ČR, v.v.i.) (hereinafter referred to as "IOCB") Identification No.: 61388963 Flemingovo náměstí 542/2 166 10 Praha 6 Czech Republic Enantis s.r.o. (hereinafter referred to as "Enantis") Identification No.: 27676013 Kamenice 771/34 625 00 Brno, Bohunice Czech Republic Enantis undertakes under conditions of this Agreement to develop and 2. Scope the of produce for IOCB an active Agreement of this Agreement. Within the scope of this Agreement, The main goal is to develop a system for the IOCB undertakes by this Agreement to pay to Enantis the development costs and the purchase price of conditions described in point 3 below. 3. Terms of payment IOCB will pay to Enantis the development costs related to development in the amount of CZK ______, - (without VAT) (hereinafter referred to as the "Development Costs").

	Payments will be made within 30 days of receipt of an invoice from Enantis, to the account of Enantis specified on the invoice. Enantis is eligible to issue an invoice concerning 50% of the Development Costs, i.e. CZK
	The Development Costs cover Produced protein will be tested for its activity.
	After the completion of the development of deliver to IOCB a written report summarizing the results of the development and Enantis is also eligible to issue an invoice for additional 50% of the Development Costs, i.e. CZK (without VAT).
	If the produced is active and meets the criteria required by IOCB and the yield of IOCB is eligible to order at Enantis for CZK (without VAT) and Enantis is then obliged to deliver
	after the order of IOCB is made. IOCB shall pay to Enantis the purchase price of CZK (without VAT) based on the invoice issued by Enantis after delivery of to IOCB, which shall be confirmed by a handover protocol signed by the parties. The invoice shall be due within 30 days from its receipt by IOCB.
Characteristics of the target enzyme	
	IOCB's primary application for the enzyme is to use it for studying its kinetics, to perform protein crystallization experiments, and to use it for screening purposes. Therefore, an active enzyme needs to be provided in purity sufficient for biochemical analysis.
5. Intellectual property rights	Enantis shall have the exclusive ownership of all intellectual property and know-how generated within this Agreement related to the production of
	Enantis is allowed to file and submit any patent applications that are based on the intellectual property as sole applicant / proprietor. Any such patent filing, commercialization, prosecution and defense is the sole responsibility of Enantis and Enantis will bear all costs related thereto. There is no obligation to file any patent applications for the intellectual property.
6. Freedom to operate	Enantis has the freedom to operate in the commercialization of the enzyme variants.
7. Publications	Enantis will have rights hereunder to publish or publicly present any results and/or other scientific information related to this Agreement.

	If IOCB wants to publish any results and/or information related to this Agreement, IOCB has to ask for prior written approval of Enantis. Enantis has at its own discretion the right to refuse the approval or to request elimination of any data and information.
8. Field of application	Enantis is free to use the enzyme developed within this Agreement without restriction in all fields of application and worldwide.
9. Duration of the Agreement	Both parties are aware of the risks associated with research, which may result in delays or failures. Therefore, the project plan can be adjusted by mutual agreement.
10. Applicable law	This Agreement is subject to Czech law.
11. Expenses and costs	Each party is fully responsible for the costs arising from planned transactions and has to bear them alone.
12.Contracts Register	The parties agree that the Agreement will be published in the Contracts Register under the Act No. 340/2015 Coll., whereas this publication shall be done by IOCB. The parties shall agree on the version of the Agreement to be published in the Contracts Register before its publication (with regards to business secret).

The subscribers herewith agree to the stipulated regulations.

Enantis s.r.o.	Institute of Organic Chemistry and Biochemistry	
	of the CAS	
Signature:_	Signature:	
Name: Mgr. Veronika Štěpánková, Ph.D.	Name: RNDr. PhDr. Zdeněk Hostomský, CSc.	
Function: Director	Function: Director	
Date: January 8, 2018	Date:, 2018	