Czech Institute of Informatics, Robotics, and Cybernetics
COLLABORATIVE RESEARCH AGREEMENT

This Collaborative Research Agreement ("**Agreement**") is entered into as of the last dated signature below ("**Effective Date**") between the Czech Instituite of Informatics, Robotics, and Cybernetics, Czech Technical University in Prague, Czech Republic ("**CIIRC**") and Mayo Clinic, a nonprofit academic medical center ("**Collaborator**").

CIIRC and Collaborator hereby agree to collaborate on the following terms:

1. **Collaborative Research.** This Agreement governs the collaborative research activities as fully described in the research plan attached and incorporated to this Agreement as Appendix A-1 ("Research Plan"). If the parties wish to enter into additional collaborative research activities beyond the scope of the Research Plan, they will amend this Agreement to address such additional research plans.

2. **Term.** The term of this Agreement shall commence on the Effective Date and continue in effect until the earlier of: three (3) years after the date of execution or upon the completion of the Research Plan, unless terminated early as further described under Section 12. Termination (the "Term").

3. **Transfer of Background Materials.**

3.1. Use of Background Materials. Each party grants to the other party a nonexclusive, nontransferable, non-assignable, royalty-free license to the Background Material, as defined in the Research Plan, solely for the performance of the Research Plan. For Background Materials listed in the Research Plan, the parties agree that a separate material transfer agreement will not be required for transfer between the parties and that the terms of this Agreement govern the use of such Background Materials. For background materials not listed in the Research Plan, the Research Plan must be amended prior to the exchange.

3.2. No Commercial Use. The parties agree that Background Materials cannot be used for any commercial purpose or for work on human subjects, including diagnostic testing. Further, the parties agree the Research Plan excludes CIIRC's use of Mayo's retrospective data to develop biopharma therapeutics or Mayo's retrospective ECG/EKG data to develop remote diagnostic products as part of CIIRC's artificial intelligence or machine learning analytics.

3.3. No Distribution. The parties agree that any Background Materials received from the providing party will not be further distributed to any third party without prior written permission from the providing party, except that the receiving party may transfer Background Materials to a vendor to perform a service for the Research Plan pursuant to applicable terms and conditions no less strict than the applicable terms contained herein.

3.4. Rights in Background Materials. All rights, title, and interest in the Background Material will remain the sole and exclusive property of the providing party and both parties acknowledge that this Agreement does not grant any rights under patents or any other rights to the receiving party to use the Background Material for any purpose outside of the Research Plan.

4. **Costs.** Unless otherwise expressly provided in the Research Plan, each party will be responsible for its own costs and expenses in carrying out the collaborative research.

5. **Confidentiality.** It is anticipated that in the performance of the Research Plan, CIIRC and Collaborator may need to disclose to each other information which is considered confidential. During the term and for three (3) years thereafter, each party agrees to hold Confidential Information

received from the other in confidence and will not disclose or use Confidential Information except for the performance of the Research Plan. No party will reproduce Confidential Information except to fulfill the mutual intent and expectations under this Agreement, and any reproduction will remain the property of the respective party. Either party may disclose Confidential Information as required by law, provided that the respective party provides prompt written notice of such requirement prior to such disclosure to allow the other party to seek a protective order or other remedy. . The term "**Confidential Information**" means each party's non-public proprietary information that is identified as confidential or that the receiving party should reasonably believe is confidential based on its subject matter or the circumstances of its disclosure. Confidential Information does not include information that: (a) is in the public domain or publicly known at the time of disclosure; (b) is already in the receiving party's's possession free of any confidentiality obligation; (c) becomes part of the public domain or publicly known after disclosure, through no fault of receiving party; (d) is independently developed or acquired by the receiving party without knowledge of or reliance upon such Confidential Information or (d) is disclosed to the receiving party by a third party entitled to disclose such information without known obligation of confidentiality or (f) is required to be disclosed by applicable law.

6. **Data**. "Data" shall mean all prospective data, images, and information generated by Collaborator and CIIRC as a result of performing the Research Plan with joint ownership among the parties. While not intended or expected under this Agreement, in the event Collaborator agrees to transfer its retrospective data to CIIRC, an amendment to this Agreement will be required to address data ownership and permitted use. Collaborator's restrospective data shall remain the property of Collaborator and nothing contained within this Agreement shall be intended in any way to restrict Collaborator's ownership or use of such restrospective data.

7. **Publication and Disclosure of Research.** The parties intend to jointly publish the data, technology, designs, procedures, methodologies, biological materials, software, and results generated during and in the course of the performance of the Research Plan ("**Research Results**"). The parties will use good faith efforts to agree on the method and timing for disclosing and presenting Research Results, whether in public presentations (oral or written), in academic publications, or in other written formats commonly used for scientific information. Authorship will be decided according to commonly accepted convention for scientific publications. Notwithstanding the foregoing, each party is free to publish its own Research Results in accordance with this section.

7.1. Pre-Publication Review. Before either party submits a paper or abstract for publication or otherwise intends to publicly disclose Research Results, such party will submit the proposed publication to the other party for review at least 30 days in advance of submission for proposed manuscripts, and at least 10 days in advance of submission for abstracts or posters, to allow the other party to remove Confidential Information or file for patent protection. The reviewing party may request in writing that the proposed publication or other disclosure be delayed for up to 30 additional days as necessary to allow for removal of Confidential Information or pursuit of patent protection.

8. **Intellectual Property.**

8.1. Background Intellectual Property. It is expressly agreed that neither CIIRC nor Collaborator transfers by operation of this Agreement to the other party any right in or license to any patents, copyrights, data or other proprietary right owned as of the Effective Date of the Agreement or arising outside of this Agreement.

8.2. Rights in Collaborative Intellectual Property. All rights, title, and interest in and to Collaborative IP shall be owned jointly by CIIRC and Collaborator. "**Collaborative IP**" means Research Results that may be patentable or otherwise protectable that are invented, developed, created,

or discovered by employees of both parties during and in the course of the performance of the Research Plan.

8.3. Dissemination of Collaborative IP. Each party will obtain assignments from its employee inventors. The parties agree to cooperate on protection and dissemination of Collaborative IP, including protection and commercialization of such Collaborative IP. The parties will discuss in good faith which party will administer the Collaborative IP and may execute a separate interinstitutional agreement to govern activities such as patent prosecution and licensing.

8.4. Sole Intellectual Property. "**Sole IP**" means Research Results that may be patentable or otherwise protectable that are invented, developed, created, or discovered solely by employee(s) of a single party during and in the course of the performance of the Research Plan. All rights and title to Sole IP shall belong to the party whose employee(s) invented, developed, created, or discovered such Sole IP. Each party grants to the other party a nonexclusive, non-transferable, royalty-free license, without the right to sublicense, to the party's Sole IP for educational, academic, and internal (non-commerical) research purposes.

8.5. Nothing contained in this Agreement shall be deemed to grant either directly by implication, estoppel, or otherwise any license under any patents, patent applications, or other proprietary interest to any other IP of either party.

9. Indemnification. Each party (as the "**Indemnifying Party**") will defend, indemnify, and hold the other party and its founders, directors, officers, employees, affiliates, and agents (as the "**Indemnified Party**") harmless from and against any and all third party claims, losses, liabilities, damages, judgments, awards, settlements, and expenses including reasonable attorneys' fees and costs (collectively "Claims") directly resulting from (a) a party's use, storage, or disposal of the providing party's Background Materials; (b) a party's use of Research Results; or (c) a party's breach of the Agreement, except to the extent such Claims are caused by or result from the negligence or intentional misconduct of the Indemnified Party . Collaborator will have no obligation to indemnify CIIRC for any other claims alleged or made by third parties including, but not limited to, infringement of intellectual property rights. The Indemnified Party will promptly notify the Indemnifying Party in writing of any Claims and will cooperate with the Indemnifying Party and its insurance carrier(s) in the defense of any Claims. Indemnifying Party will not make any settlement admitting fault or incur any liability on the part of the Indemnified Party without Indemnified Party's prior written consent, such consent not to be unreasonably withheld or delayed.

10. Insurance. Throughout the Term, each party will maintain policies or programs of insurance or self-insurance in an amount reasonably sufficient to protect against liability under this Agreement, including supporting this Agreement's indemnification obligations. Each party will maintain such coverage at its sole cost and expense for itself and its officers, employees, and agents, and with reputable insurance companies (if not self-insured).

11. No Warranties; Limitation on Liability.

11.1. No Warranties. EACH PARTY ACKNOWLEDGES THAT ANY BACKGROUND MATERIALS OR RESEARCH RESULTS DELIVERED PURSUANT TO THIS AGREEMENT ARE UNDERSTOOD TO BE EXPERIMENTAL IN NATURE AND ARE PROVIDED "AS IS" AND WITH ALL FAULTS. FURTHER, ALL WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, RELATING IN ANY WAY TO THE BACKGROUND MATERIALS OR RESEARCH RESULTS, ARE HEREBY DISCLAIMED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, AND VALIDITY OF ANY INTELLECTUAL PROPERTY RIGHTS OR CLAIMS.

11.2. Limitation on Liability. WITHOUT LIMITING A PARTY'S OBLIGATIONS OR RIGHTS UNDER SECTION 8, IN NO EVENT SHALL ANY PARTY, ITS FOUNDERS, TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES, OR AFFILIATES BE LIABLE UNDER ANY LEGAL BASIS OR THEORY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ECONOMIC DAMAGES OR INJURY TO PERSONS OR PROPERTY AND LOST PROFITS, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE, THE PARTY WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY OF SUCH DAMAGES.

12. Compliance with Laws. The parties agree to conduct all collaborative activities listed in the Research Plan, including all collection and use of materials transferred under this Agreement, in compliance with all applicable federal, state, or local laws; US governmental regulations and guidelines, including current NIH guidelines and any applicable recombinant DNA research regulations or guidelines; and US governmental regulations and statutes relating to exportation of technical data, computer software, laboratory prototypes, and other commodities as applicable to non-profit and academic institutions. To the extent applicable to each party, the parties agree to conduct all collaborative activities listed in Research Plan including all collection and use of materials transferred under this Agreement, in compliance with all applicable national and European laws, regulations, directives and principles, mainly open access rules and other Horizon 2020 principles.

13. Termination. Either party may terminate this Agreement at any time upon sixty (60) days' prior written notice. In addition, in the event of a material breach of the Agreement by either party, the other party may terminate the Agreement immediately upon written notice to the breaching party. Upon the expiration or termination of the Agreement, and upon request of the owning party, a party will promptly return or properly destroy the other party's Background Materials and Confidential Information. The terms of Sections 3, 5, 6, 7, 8, 9, 10, 11, 13 and 14 will survive the expiration or termination of this Agreement.

14. Miscellaneous.

14.1. Publicity. Neither party will identify the other party in any promotional materials, or otherwise use the name of any trustee, director, officer, or employee of the other party, or any trademark, service mark, trade name, or symbol of the other party, including the other party's name, unless such party has received the other party's prior written consent for the particular use contemplated, which may be withheld at the other party's sole discretion. Both parties may make informational textual references in describing the Research Plan in any publication or presentation of the Research Results, including scientific and other papers and posters. With regard to the use of Collaborator's name, all requests for approval pursuant to this Section must be submitted to the Mayo Clinic Public Affairs Business Relations Group, at the following E-mail address: BusinessRelations@mayo.edu at least five business days prior to date on which a response is needed.

14.2. Authorized Approval or Consent. Unless specified otherwise in writing, any approval or consent of either party required in this Agreement must be made by an authorized representative of that respective party.

14.3. Notices. Any notices required to be given under this Agreement must be in writing and reference this Agreement. The notice will be considered effective when delivered (a) via email and confirmation of receipt along with a copy sent via express or regular mail; or (b) by express courier with a signature required. All notices must be addressed as follows:

CIIRC:

Legal Department
Czech Institute of Informatics, Robotics, and Cybernetics
Czech Technical University in Prague
Jugoslávských partyzánů 1580/3
160 00 Prague 6
Czech Republic
e-mail: lawyers@ciirc.cvut.cz

Collaborator:

Mayo Clinic
Legal Contract Administration
Attn:
200 First Street SW
Rochester, MN 55905
P: 507-266-0521
e-mail: lcaismct@mayo.edu

14.4. Independent Contractor. Each party is an independent contractor and is not an employee, agent, or partner of the other party and has no authority to bind or act on behalf of the other party.

14.5. Similar Research. Nothing in the Agreement will be construed to limit the freedom of either party or its employees from engaging in similar research made under any grant, contract, or research agreement with any third party.

14.6. Assignment. This Agreement may not be assigned by either party without prior written consent of the other party.

14.7. Force Majeure. If either party fails to perform its responsibilities under this Agreement, it will only be excused to the extent performance is impossible due to causes beyond such party's reasonable control, such causes including but not limited to, strikes, lockouts, labor troubles, governmental or judicial actions or orders, riots, insurrections, war, acts of God, or inclement weather (a "Disability"). Any timelines affected by a Disability shall be extended for a period equal to the delay. The party affected by the Disability shall notify the other party of such Disability as provided for herein..

14.8. Severability. Each provision of this Agreement is independent and severable from the others and no provision will be rendered invalid as a result of any other provision being held to be invalid. If any provision of this Agreement is invalid, that provision will be appropriately limited and reformed to the maximum extended permitted by law.

14.9. Waiver. A party can waive breach of or default under any provision of this Agreement by providing the other party with written notice. If a party does waive a breach or default, that waiver will not be construed as, or prohibit either party from exercising its rights or remedies to, a waiver of any subsequent breach or default.

14.10. Visiting Scientists. The parties anticipate that employees of one party may conduct portions of the Research Plan at the other party's premises ("**Visiting Scientists**"). Each party shall cover its own costs with respect to Visiting Scientists that it sends to the other party's facility. Visiting Scientists shall comply with all applicable policies and rules of the institution which they are visiting and the terms and conditions set forth herein. Visiting Scientists remain employees of their home institution and the home institution is responsible for all immigration and

employment matters for the Visiting Scientist. Each party must receive all proper approvals at their respective institutions to allow employees of the other party to conduct research on site.

14.11. Choice of Law. The terms and conditions of this Agreement, as well as all disputes arising under or relating to this Agreement, shall be governed by the laws of Sweden, specifically excluding its choice-of-law principles. Notwithstanding the above, the parties agree that Section 8 is not governed by the laws of Sweden, but, rather, by U.S. Patent Law.

14.12. Arbitration. The parties shall work closely to resolve any disagreements in regard to their activities under this Agreement. If resolution is not achieved, any such dispute arising out of this Agreement shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (SCC) located in Sweden. The arbitration proceedings shall be conducted in the English language, and the decision of the arbitrator(s) shall be rendered in writing in English.

14.13. Entire Agreement. This Agreement contains the entire agreement between the Collaborator and CIIRC and supersedes all past and contemporaneous agreements, promises, and understandings, whether oral or written, between the parties. This Agreement may be amended only in writing signed by all parties.

This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, lega! representatives, successors and assigns. By their signatures below, the parties agree to be bound by the terms of this Agreement.

Mayo Clinic Jacksonville

Czech Institiute of Informatics, Robotics, and Cybernetics, Czech Technical University in Prague, Czech Republic

Appendix A-1

RESEARCH PLAN

1. **Collaborative Research Title: MAIA - Machine learning and Artificial Intelligence for Analyzing multi-modal multi-scale data**

2. **Principal Investigators:**

   CIIRC:
   Collaborator:

3. **Scope of Work:**

   This research should start and enable fusion of clinical expertise and data from Mayo Clinic team with machine learning and artificial expertise and utilization of tools and inventions in Czech Institute of Informatics, Robotics, and Cybernetics to facilitate and advance research and to translate big-data analytic tools into clinical practice and research.

   The work shall include projects of analyzing big multi-modal multi-scale data with sophisticated tools and method from the domain of digital signal processing, machine learning, and artificial intelligence. The main focus of the work will be in the area of Neurology to analyze the data from electrophysiological domain, other bio-medical data, and behavioral data and to find, develop, and implement new tools able to find biomarkes, classifiers, and predictors in areas of interests.

4. **Roles & Responsibilities and Deliverables:**

   CIIRC: CIIRC research team will be responsible for finding, testing, and implementing approaches from domain of machine learning and artificial intelligence to develop novel sophisticated tools for analyzing of bio-medical data specified by Collaborator. Implementation shall include thorough testing, documenting, and making tools ready for use and dissemination in research. The collaboration shall also include work that is necessary to support research of Collaborator and to facilitate reseach publication, mainly concerning the content that will be created by CIIRC team.

   Collaborator: Mayo Clinic research team will support the work by ideas and concepts based on clinical expertise in the field, including vetting tools against its own data . The Mayo Clinic team will define visions and goals of the work that shall support its future utilization in clinical practice or advancing the research.

5. **Background Materials:**

   CIIRC: None

   Collaborator: None

6. **Term:** June 2020 - June 2023

7. **Costs and Budget Narrative:** Each party covers its own costs.