

Cooperation Agreement (The Programme Mobility Plus Projects)

between

Institute of Molecular Genetics of the Czech Academy of Sciences

Address: Vídeňská 1083, 142 20 Prague 4, Czech Republic

ID No: 68378050

Represented by: Petr Dráber, DSc., Director

(hereinafter referred to as "IMG")

and

Fudan University

Address: 220 Handan Rd., Shanghai (200433)

Represented by: [REDACTED]

(hereinafter referred to as "*FUDAN*")

(hereinafter jointly referred to as "*Party*"/"*Parties*")

PREAMBLE

Whereas, IMG is a public research institution, an important part of the Czech Academy of Sciences. It focuses on research in the fields of molecular and cell biology, immunology, genomics, and bioinformatics.

Whereas, FUDAN is public University in China.

Whereas, IMG and FUDAN wish to collaborate within the Programme named Mobility Plus Projects, which is implemented on the basis of the Agreement on Scientific Cooperation of the year 2017 between the Czech Academy of Sciences (hereinafter referred to as "*CAS*") and the National Natural Science Foundation of China (hereinafter referred to as "*NSFC*").

Therefore, the Parties have reached the following understanding:

ART. 1

SUBJECT MATTER OF AGREEMENT

1. The Parties wish to collaborate on the project *"Investigation of pharmacological mechanisms and biomarkers related to the usage of Wnt pathway inhibitors"* within the Programme named Mobility Plus Projects. The project proposal was approved simultaneously by CAS and NSFC. The project specifications are set out in the Annex to this Agreement.
2. IMG and FUDAN will work together to uncover the mechanism of action of novel β -catenin/BCL9 inhibitors in cancer:

Research Objective 1: To determine the impact of the peptide Wnt pathway inhibitors on cells of the immune system

Research Objective 2: To identify biomarkers associated with (in)sensitivity to the Wnt pathway inhibitor [REDACTED]

The aim of cooperation shall be, in particular:

 - deepening scientific cooperation between the two parties;
 - involvement of young researchers and doctoral students of both Parties in the project;
 - working stays and visits organized between the IMG and FUDAN
3. IMG project leader is [REDACTED]
4. FUDAN project leader is [REDACTED]

Art. 2

FINANCIAL CONDITIONS

1. Financial contributions shall be provided by each partner organization (CAS / NSFC) in accordance with the applicable national legislation and the internal regulations of the partner organizations.
2. The financial contribution for IMG will be provided by CAS in the maximum amount of CZK 300,000 per year, while at least 50% of the approved financial contribution will be used to cover mobility costs (travel expenses, living costs) and at least 30% of the approved financial contribution will be used to cover the costs of the project (consumables, services, etc.).
3. The NSFC will reimburse the travel expenses of Chinese scientists to the Czech Republic and the daily allowances of Chinese scientists in the Czech Republic. The fund can also be used to hold small workshops that take place in China.




ART. 3
CONFIDENTIALITY

1. The Parties undertake to treat all documents and information obtained under this Agreement and in the project as confidential regarding any third party. Such obligation of confidentiality shall survive termination of this Agreement but apply no longer than three years following termination of this Agreement, unless the respective party to the Agreement has explicitly consented to publication. Those restrictions shall not apply to any information which is:
 - Published otherwise than as a result of any breach of this Agreement
 - Proven to have been known by the information receiving party prior to the collaboration
 - Lawfully acquired by the information receiving party from an independent source having a bona fide right to disclose the same
 - Independently developed by an employee of the receiving party who has had no access to any of the confidential information of the other party.
2. The Parties shall also take the usual and reasonable measures vis-a-vis their employees regarding the confidentiality of the information as per these rules. The Parties guarantee to use this information to conduct the project only.

ART. 4
RESULTS, RIGHTS OF USE

1. The progress of the project will be monitored through annual and final reports, including the use of funds. The parties could be entitled to use the content of the final report or publication for in-house non-commercial research and training activities. The parties shall ensure that the preparation of the final report or publication is not unnecessarily delayed.
2. In the case of scientific publications concerning the subject matter of the Agreement, the Parties shall take into account the interests of the other Party and provide the text of the intended publication to the other Party prior to publication, giving the other Party the

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- opportunity to submit comments, such that any patent applications shall not be jeopardised by prior publications that are prejudicial to novelty, and secret know-how shall not be revealed. The Parties shall therefore not unduly delay or prevent the issue of a publication.
3. Results are owned by the Party that generates them. Jointly generated results shall jointly accrue to IMG on the one hand and FUDAN on the other. Their share in the result shall be determined in accordance with the significance of the respective inventive contribution to the joint results. Neither Party to the Agreement may assign any of its shares of the jointly generated result without the prior consent of the other Party.
 4. The Parties are entitled to use copyrightable inventions and parts of inventions covered by the Agreement in accordance with the regulations governing the protection of intellectual property rights. The Parties shall agree on the appropriate procedure for registering protective rights in the case of joint inventions.
 5. The Parties shall be entitled to use the results at no charge for non-commercial scientific purposes (research and education). If a Party wishes to make use of the results and/or pre-existing protective rights over and above these limits, the Parties shall conclude a separate agreement on this.

ART. 5

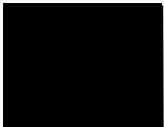
TERM OF THE AGREEMENT

1. This Agreement enters in force on the day of its signing by both Parties and takes effect on the day of its publication in the Register of Contracts pursuant to Czech Act No. 340/2015 Coll., on the Register of Contracts. The IMG will ensure publication of the Agreement in the said Register of Contracts, the extent of the publication being agreed by the Parties.
2. The project starts on 1 January 2021 and ends on 31 December 2022.
3. Neither Party may terminate this Agreement before the expiration date, except for good reasons (particularly due to a breach of the Agreement by the other Party).

ART. 6

FINAL PROVISIONS

1. The relationship between the Parties with respect to the subject matter of this Agreement is regulated in full by the text of this Agreement.



2. The mutual contractual liability is determined by the statutory provisions. Neither Party shall be responsible for loss of profits, indirect losses or consequential losses. The Parties shall be liable to one another only with respect to willful intent and gross negligence.
3. A Party is solely responsible for losses or claims of third parties that are a result of such Party's own actions or are a consequence of decisions or measures introduced solely by such single Party.
4. No termination, amendment, and supplement, or cancellation of this Agreement shall be effective unless made in writing.
5. If any of the provisions of the Agreement become invalid, the Parties shall be obliged to replace the invalid provisions with other valid provisions that are such a close equivalent to the invalid provisions that it can reasonably be assumed that the Parties would also have entered into this Agreement with these provisions.
6. If such provision cannot be found, the invalidity of one or more provisions of the Agreement shall not affect the validity of the Agreement as a whole, unless the invalid provisions are of such fundamental importance to the Agreement that it can reasonably be assumed that the Parties would not have entered into the Agreement without the invalid provisions.

For FUDAN



Shanghai, May 27 2020

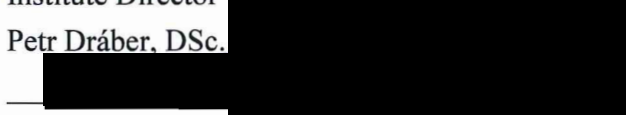
Project Leader FUDAN



Shanghai, May 27 2020

For IMG

Institute Director
Petr Dráber, DSc.



Prague, May 27, 2020

Project Leader IMG



Prague, May 27, 2020