

**INTERINSTITUTIONAL AGREEMENT**

**BETWEEN**

**THE JOHNS HOPKINS UNIVERSITY**

**&**

**THE INSTITUTE OF ORGANIC CHEMISTRY AND BIOCHEMISTRY**

[REDACTED]

[REDACTED]

[REDACTED]

INTERINSTITUTIONAL AGREEMENT – JHU LEAD

THIS AGREEMENT is made between the Institute of Organic Chemistry and Biochemistry of the Czech Academy of Sciences (Ústav organické chemie a biochemie AV ČR, v.v.i.), Flemingovo nám. 542/2, Prague 6, 166 10, Czech Republic (“INSTITUTION”) and JOHNS HOPKINS UNIVERSITY, having a place of business at 3400 N. Charles Street, Baltimore, Maryland 21218-2695 (hereinafter referred to as “JHU”); (collectively, the “Parties”) and is made effective as of the date of last signature (“Effective Date”).

WITNESSETH THAT:

WHEREAS, certain employees of INSTITUTION and certain employees of JHU (hereinafter referred to as “INVENTORS”) having jointly invented inventions entitled

[REDACTED]  
[REDACTED]  
[REDACTED]

WHEREAS, INVENTORS rights to said INVENTIONS have been assigned jointly to the respective Parties, with [REDACTED]

[REDACTED]  
[REDACTED]. The “PARTY’S INTEREST”, for the purpose of this AGREEMENT, shall mean [REDACTED]

[REDACTED]  
[REDACTED].

WHEREAS, JHU and INSTITUTION wish to act [REDACTED]

[REDACTED]

WHEREAS, JHU and INSTITUTION wish to provide for the [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein and of other good and valuable consideration, the Parties have agreed and do hereby agree as follows:

1. In consultation with INSTITUTION, JHU shall [REDACTED] [REDACTED] said INVENTIONS. INSTITUTION shall be [REDACTED]. [REDACTED]. Neither JHU nor INSTITUTION shall [REDACTED] [REDACTED]. JHU shall [REDACTED] a [REDACTED].

2. In consultation with INSTITUTION, JHU shall [REDACTED] [REDACTED] to the INVENTIONS. [REDACTED] [REDACTED] agreement of INSTITUTION and JHU. JHU shall [REDACTED] [REDACTED] [REDACTED] to the INSTITUTION [REDACTED]"). If, upon [REDACTED], the INSTITUTION wishes to [REDACTED] [REDACTED] [REDACTED].

3. [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

[REDACTED]

4. [REDACTED]

[REDACTED]

5. If JHU or INSTITUTION shall [REDACTED]

[REDACTED] time.

6. Either INSTITUTION or JHU may terminate this Agreement and its rights and obligations hereunder by providing sixty (60) days written notice of termination to the other party, but in any event not less than sixty (60) days prior to the date on which

any [REDACTED]  
benefit of the Parties. The terminating Party, after providing notice of its intentions, shall proceed to meet all obligations, financial or otherwise, to the other party by the end of the sixty (60) day period.

7. If either INSTITUTION or JHU elects to terminate in the manner provided herein, and the remaining party subsequently [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED] after the termination of this Agreement.

8. It is agreed by INSTITUTION and JHU that termination of this Agreement shall [REDACTED] and thus [REDACTED]  
[REDACTED]  
[REDACTED].

9. Unless terminated as provided in paragraph seven (above), this Agreement shall terminate with the expiration of the [REDACTED] on said INVENTIONS, or on abandonment or final rejection of [REDACTED] on the INVENTIONS, provided any voluntary abandonment is by mutual consent.

10. This Agreement shall be governed by and construed in accordance with the laws of England without regard to its conflict of laws principles. If any arbitration is necessary, the arbitration will take place in London, England.

11. All notices and communications hereunder shall be forwarded to:

For JHU:

Director  
Technology Ventures  
Johns Hopkins University  
1812 Ashland Avenue  
Suite 110  
Baltimore, Maryland 21205

For INSTITUTION:

Institute of Organic Chemistry  
and Biochemistry of the Czech  
Academy of Sciences  
Flemingovo nam. 542/2,  
166 10 Prague 6,  
Czech Republic

(SIGNATURE PAGE BELOW)



IN WITNESS WHEREOF, INSTITUTION and JHU have caused this Agreement to be duly executed as indicated below:

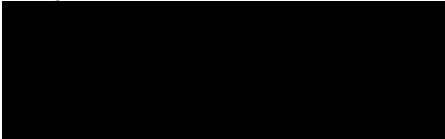
**THE JOHNS HOPKINS UNIVERSITY**

By: 

Name:   
Title: Executive Director  
Johns Hopkins Technology Transfer

Date: 7/30/2020

**INSTITUTE OF ORGANIC CHEMISTRY  
AND BIOCHEMISTRY**

By: 

Name: Zdeněk Hostomský  
Title: Director 

Date: 4 AUGUST 2020