

Palacký University -2006-571 and 2004-550

UNIVERSITY OF CALIFORNIA, DAVIS  
MATERIAL TRANSFER AGREEMENT

This Agreement is **entered into** by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, on behalf of its Davis campus ("UC DAVIS"), having an address at the UC Davis InnovationAccess, 1850 Research Park Drive, Suite 100, Davis, California 95618-6134, and Palacký University Olomouc ("RECIPIENT"), having its seat at Křížkovského 511/8, 779 00 Olomouc, Czech Republic (individually a "PARTY" and collectively "the PARTIES").

The RECIPIENT has requested from UC DAVIS the MATERIAL as set out in UC Case Nos. 2006-571 and 2004-550; and defined in Section 1.B. below for the RESEARCH USE defined in Section 1.F. below by the RECIPIENT INVESTIGATOR(S) defined in Section 1.G. below. In consideration of the supply of the MATERIAL from UC DAVIS to the RECIPIENT, the PARTIES agree as follows:

**1. Definitions**

- A. **"ORIGINAL TRANSFERRED MATERIAL"**: The physical material actually delivered to the RECIPIENT by UC DAVIS, as identified in Appendix A.
- B. **"MATERIAL"**: ORIGINAL TRANSFERRED MATERIAL, PROGENY, and UNMODIFIED DERIVATIVES.
- C. **"PROGENY"**: Unmodified descendant from the MATERIAL. Examples include but are not limited to: virus from virus; cell from cell; and organism from organism.
- D. **"UNMODIFIED DERIVATIVES"**: Substances created by the RECIPIENT that constitute an unmodified functional sub-unit or an expression product of the ORIGINAL TRANSFERRED MATERIAL. Examples include but are not limited to: subclones of unmodified cell lines; purified or fractionated sub-sets of the ORIGINAL TRANSFERRED MATERIAL; transcription and translation products (e.g., RNA and protein derived from provided DNA); reverse transcription and reverse translation products (e.g., DNA synthesized on a template using provided RNA); monoclonal antibodies secreted by a hybridoma cell line; and chemically-synthesized copies.
- E. **"MODIFICATIONS"**: Substances, exclusive of PROGENY and UNMODIFIED DERIVATIVES, created by the RECIPIENT that either contain or incorporate the MATERIAL or were otherwise created through the use of the MATERIAL.
- F. **"RESEARCH USE"**: The scientific research use specified in Appendix A.
- G. **"RECIPIENT INVESTIGATOR(S)"**: The RECIPIENT's scientific investigator(s) named in Appendix A.
- H. **"CONFIDENTIAL INFORMATION"**: Information, data or material in written or other tangible form related to the MATERIAL that is identified as confidential at the time of disclosure. CONFIDENTIAL INFORMATION does not include information which:
  - (i) the RECEIVING PARTY can demonstrate by written records was previously known to it;
  - (ii) at the time of disclosure is, or subsequently becomes, public knowledge other than through acts or omissions of the RECEIVING PARTY;
  - (iii) is lawfully obtained by the RECEIVING PARTY from sources independent of the DISCLOSING PARTY;
  - (iv) the RECEIVING PARTY is required to disclose under the California Public Records Act; or
  - (v) is otherwise required to be disclosed by the RECEIVING PARTY due to law or judicial action.
- I. **"RESEARCH USE RESULTS"**: All technical information and data relating to RESEARCH USE. The RECIPIENT shall provide UC DAVIS with the RESEARCH USE RESULTS under the terms of this Agreement including, but not limited to, Section 2.H.

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MATERIAL TRANSFER AGREEMENT**2. Terms and Conditions**

- A. Use: The RECIPIENT shall use the MATERIAL or MODIFICATIONS solely for the RESEARCH USE. Any other use of the MATERIAL or MODIFICATIONS by the RECIPIENT is expressly prohibited without the prior written consent of UC DAVIS. In addition, the RECIPIENT shall use the MATERIAL or MODIFICATIONS in compliance with all applicable statutes and regulations, including, but not limited to, those related to research involving the use of animals or recombinant DNA. The MATERIAL or MODIFICATIONS may not be used on any human subjects or any other use other than the RESEARCH USE. The MATERIAL or MODIFICATIONS may only be used for commercial purposes provided that a license agreement is concluded by the PARTIES within the meaning of section F. ii. hereof.
- B. Tangible Property Ownership: UC DAVIS retains ownership of the MATERIAL, including any MATERIAL contained or incorporated in MODIFICATIONS.
- C. Confidentiality: Any CONFIDENTIAL INFORMATION disclosed by the disclosing party to the receiving party shall be treated as confidential and maintained in confidence by the receiving party. The receiving party shall not disclose any CONFIDENTIAL INFORMATION of the disclosing party, except to its own personnel who have a need to know. Without limiting the foregoing, the receiving party shall take at least the same steps and use the same methods to prevent the unauthorized use or disclosure of CONFIDENTIAL INFORMATION of the disclosing party as it takes to protect its own CONFIDENTIAL INFORMATION or proprietary information. The confidentiality obligations of each PARTY under this Agreement shall remain effective for five (5) years from the date of the completion of the conditions set forth in Section 3. Effective Agreement.
- D. Distribution: The RECIPIENT shall not transfer the MATERIAL or MODIFICATIONS to anyone other than to one who works under the direct supervision of the RECIPIENT INVESTIGATOR within the RESEARCH USE without the prior written consent of UC DAVIS.
- E. Disclosure, Inventorship, and Intellectual Property Rights
- i. Disclosure: The RECIPIENT shall promptly notify UC DAVIS of any potentially patentable discoveries or inventions made through the use of the MATERIAL, whether or not made within the specified limits of the approved RESEARCH USE. The RECIPIENT shall promptly supply UC DAVIS with a copy of the invention disclosure.
  - ii. Inventorship: Inventorship shall be determined according to patent law.
  - iii. Intellectual Property Rights: Collaborative efforts of UC DAVIS and the RECIPIENT may create inventorship rights under United States patent law as well as under the law of any applicable jurisdiction in which a PARTY or the PARTIES may elect to file patent application(s). Each PARTY shall own its undivided interest in joint inventions. The PARTIES shall cooperate in discussing and securing intellectual property rights to protect potentially patentable inventions.
  - iv. No Implied Rights: The RECIPIENT acknowledges that the MATERIAL is or may be the subject of a patent application. Except as provided in this Agreement, no express or implied license or other rights are provided to the RECIPIENT under any patents, patent applications, trade secrets or other proprietary rights of UC DAVIS, including any altered forms of the MATERIAL made by UC DAVIS. In particular, no express or implied licenses or other rights are provided to use the MATERIAL, MODIFICATIONS or any related patents of UC DAVIS for commercial use or any other use other than the RESEARCH USE.
- F. Warranty and Licenses
- i. Any MATERIAL delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. UC DAVIS MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL SHALL

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NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.

- ii. If the RECIPIENT desires to use the MATERIAL or MODIFICATIONS for profit-making or commercial purposes, the RECIPIENT shall, in advance of such use, negotiate in good faith and conclude a license agreement containing terms typically required in license agreements executed by UC DAVIS. It is understood by the RECIPIENT that UC DAVIS shall have no obligation to grant such a license to the RECIPIENT, that future licensing rights, if any, may be subject to preexisting contractual obligations of UC DAVIS, and that UC DAVIS may grant exclusive or non-exclusive commercial licenses to others.
- G. Liability: Except to the extent prohibited by law, the RECIPIENT assumes all liability for damages that may arise from its use, storage or disposal of the MATERIAL or MODIFICATIONS. UC DAVIS shall not be liable to the RECIPIENT for any loss, claim or demand made by the RECIPIENT, or made against the RECIPIENT by any other party, due to or arising from the use, storage or disposal of the MATERIAL or MODIFICATIONS by the RECIPIENT.
- H. Report of Research Use Results
- i. RECIPIENT shall complete the RESEARCH USE as specified in Appendix A within three (3) years from the date of execution of this Agreement by UC DAVIS.
  - ii. RECIPIENT shall provide three (3) written reports of RECIPIENT'S RESEARCH USE RESULTS. Each report shall be provided to UC Davis InnovationAccess on the anniversary of the execution date and the final report shall be provided to UC Davis InnovationAccess within two (2) months of the completion of the RESEARCH USE and/or termination of this Agreement. Such reports shall include, but not be limited to, RESEARCH USE RESULTS and the test conditions used.
  - iii. RECIPIENT shall bear all expenses for conducting and reporting on the RESEARCH USE.
  - iv. The MATERIAL is provided at no cost, with the exception of shipping costs, which will be paid by the RECIPIENT.
- I. Publication of Research Results: The RECIPIENT may publish or present RESEARCH USE RESULTS relating to the MATERIAL, provided the RECIPIENT provides UC DAVIS with a copy of any proposed manuscript, abstract, poster session or presentation at least thirty (30) days prior to such publication or presentation. UC DAVIS shall review such publication or presentation for CONFIDENTIAL INFORMATION or patentable material and may request a delay of the proposed publication or presentation for up to an additional thirty (30) days to allow for the removal of CONFIDENTIAL INFORMATION or the filing of patent application(s). Unless UC DAVIS directs otherwise, any publication or presentation reporting the research carried out with the MATERIAL shall contain proper referencing in academic journal format, acknowledging UC DAVIS as the source of the MATERIAL.
- J. Termination
- i. Date: This Agreement shall terminate on the earliest of the following dates:
    - (a) on completion of the RECIPIENT'S current RESEARCH USE with the MATERIAL;
    - (b) on thirty (30) days' written notice by one PARTY to the other; or
    - (c) three (3) years from the date of the completion of the conditions set forth in Section 3 Effective Agreement.
  - ii. Surviving Obligations: Obligations with respect to Tangible Property Ownership (2. B.), Confidentiality (2.C.), Distribution (2.D.), Disclosure, Inventorship, and Intellectual Property Rights (2. E.), Warranty and Licenses (2.F.), Liability (2.G.), Report of Research Use Results (2.H.), Publication of Research Use Results (2.I.), and this Section (2.J.ii) shall survive termination.
  - iii. Return of MATERIAL: As directed by UC DAVIS, the RECIPIENT shall stop using the MATERIAL and shall return or destroy any remaining MATERIAL, except MATERIAL in

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MODIFICATIONS, on the termination of this Agreement.

- K. Applicable Law: (This section is intentionally left blank)
- L. Notice: Any notice required under this Agreement shall be considered properly given and effective on the date of the postmark if mailed by prepaid postage first-class certified mail; on the date of delivery if delivered in person; or on the date of receipt if mailed by any global express courier service that requires the RECIPIENT to sign the documents demonstrating the delivery of such notice. Notice shall be given to the designated authorized official at the address provided below:

FOR THE REGENTS OF THE UNIVERSITY OF CALIFORNIA:

Authorized Official: Executive Director  
Address: UC Davis InnovationAccess  
Technology Transfer Services  
University of California, Davis  
1850 Research Park Drive, Suite 100  
City, State, Zip: Davis, CA 95618-6134  
Country: USA  
Telephone: [REDACTED]  
Fax: [REDACTED]

FOR RECIPIENT:

RECIPIENT  
INVESTIGATOR:  
Recipient Institution: Palacký University Olomouc  
Address: Šlechtitelů 27  
City/State/Zip: Olomouc, Czechia 783 71  
Country: Czech Republic  
Telephone: [REDACTED]  
Fax: [REDACTED]

**3. Effective Agreement**

This Agreement shall be deemed effective upon the completion of the following conditions:

- A. Publication of the Agreement by the RECIPIENT in compliance with the RECIPIENT's policies and regulations;
- B. RECIPIENT's written notification to The Regents within thirty (30) days of publication of the Agreement; and
- C. Confirmation by The Regents of receipt of RECIPIENT's notice.

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**Complete Agreement**

This Agreement constitutes all the agreements between the PARTIES, both written and oral with respect to the subject matter hereof. All prior agreements respecting the subject matter hereof, either written or oral, expressed or implied, between the PARTIES are hereby canceled. This Agreement may be executed in any number of counterparts, including facsimile or scanned PDF documents. Each such counterpart, facsimile or scanned PDF document shall be deemed an original instrument, and all of such counterparts, together, shall constitute one and the same executed Agreement.

The Agreement shall remain valid and enforceable unless earlier terminated, revised or revoked upon mutual agreement of Parties in accordance with the terms and conditions of this Agreement.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA DocuSigned by:  
By: [Redacted]  
Name: [Redacted]  
Title: [Redacted]  
Date: 8/3/2020

RECIPIENT Doc  
By: [Redacted]  
Name: [Redacted]  
Title: Rector  
Date: 8/16/2020

UC DAVIS INVESTIGATOR and RECIPIENT INVESTIGATOR acknowledge reading and understanding this Agreement and the terms and conditions thereof.

UC DAVIS INVESTIGATOR DocuSigned by:  
[Redacted]  
Title: Professor  
Date: 8/3/2020

RECIPIENT INVESTIGATOR DocuSigned by:  
Name: [Redacted]  
Title: [Redacted]  
Date: 8/14/2020

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**APPENDIX A**

1. ORIGINAL TRANSFERRED MATERIAL:

Approximately 100 Arabidopsis thaliana seeds with phyABCDE (Ler) as described in Hu et al 2013 PNAS 110, 1542-1547"

2. RESEARCH USE:

Seeds will be used for research purposes (studies of hormone effects on the growth of the mutants)

3. RECIPIENT INVESTIGATOR (name):

[REDACTED]