

LETTER OF AGREEMENT

Attn.:

Institute of Experimental Botany CAS, v. v. i.
Rozvojova 263
165 02 Prague 6 - Lysolaje
Czech Republic
("Institution")

28th August 2020

UoD ref: 36820d_CRT

Dear Sir/Madam

Project title: RNA-seq of 330 RNA sample

The University of Dundee, established by dated and a registered Scottish charity (charity number and having its principal office at 149 Nethergate, Dundee DD1 4HN ("Dundee") and the Institution wish to collaborate on the above-referenced project as more particularly described in the Schedule to this Agreement. The parties to this letter agreement (the "Agreement") are referred to as "Collaborators" or a "Collaborator" as the case may be.

The co-investigators are at Dundee and of the Institution who will coordinate the scientific and technical objectives of the Project, and review the results arising during the Project.

The Project start date will commence on the last date of signature hereof and continue for a period of six (6) months.

Dundee shall perform the tasks described in the Schedule, or as may be agreed between the Collaborators.

All intellectual property and information used or disclosed by either Collaborator in connection with the Project, but not that arising from the Project ("Background Intellectual Property"), shall remain the property of the Collaborator introducing the same.

All intellectual property and know how generated in the course of the Project ("Arising IP") shall belong to the Collaborator(s) generating the same. Each Collaborator hereby grants to the other Collaborators a licence to use its Arising IP only for the Project and teaching and research purposes. All outputs of the Project are available for internal teaching and research purposes by each or all of the Collaborators and in on-line research archives.

Subject to the terms set out herein, the Collaborators reserve the right to publish or otherwise make public the data resulting from the Project. Any Collaborator wishing to publish or make public the results of the Project shall submit any such manuscript or release to the other Collaborator for comment thirty (30) days prior to publication or release. No such publication shall contain any confidential information or Background intellectual property of another Collaborator. All publications shall acknowledge the owners of the results and background intellectual property made available for the Project by the Parties respectively.

With the exception of the results of the Project which the Collaborators may publish in accordance with the preceding paragraph, the Collaborators undertake to keep

confidential any Background Intellectual Property and Arising IP owned by another Collaborator, unless such information becomes public without fault of the receiving Collaborator.

Each Collaborator acknowledges that any disclosure of confidential information made by a Collaborator pursuant to such Collaborator's obligations under the Freedom of Information Act 2000 or the Freedom of Information (Scotland) Act 2002 shall not constitute a breach of this Agreement.

The Institution will pay to Dundee the sum of Five Thousand Pounds Sterling (£5,000) as contribution to the Project. All sums are exclusive of any present and future eligible taxes, including VAT which shall be charged in addition at the applicable rate at the time of charging. Dundee will invoice the Institution which shall be payable by the Institution within 30 days of receipt of said invoice.

To the extent permitted by law, the maximum limit of the Dundee's liability to Institution, whether in contract, tort, negligence, breach of statutory duty or otherwise shall be limited to the amount received by Dundee under this letter of agreement.

The Parties shall procure that in carrying out the Project, they will comply with all applicable laws, regulations and statutes, including those relating to anti-bribery as detailed in the Bribery Act 2010, the Equality Act, the General Data Protection Regulation 2016/679, the Data Protection 2018 (if applicable) and other analogous legislation.

Any amendment to the terms of this Agreement shall be made in writing and signed by both Collaborators.

This Agreement shall be interpreted and applied in accordance with the Law of Scotland and the Parties hereby submit to the non-exclusive jurisdiction of the Scottish Courts.

I should be grateful if you would confirm that you are happy to accept the above terms by signing and returning a copy of this letter to me at the above address.

Yours sincerely


Interim Head of Research & Innovation Services

For and on behalf of Institute of Experimental Botany CAS, v. v. i:

Name: Martin Vágner

Title: Director

Signature:

Date: 2020.08.31

**Schedule to the foregoing Letter of Agreement between the University of
Dundee and Institute of Experimental Botany CAS, v. v. i**

Dundee will arrange Sequencing – RNA-seq of 330 RNA samples (22 genotypes, 5 tissues, 3 reps of each tissue).