**Agreement on Providing an Analysis of Examination Results**

Contracting Parties:

**Institute for Clinical and Experimental Medicine**

State allowance organization

Registered office: Vídeňská 1958/9, 140 21 Prague 4

Company ID No: 00023001

VAT/Tax ID No: CZ00023001

Czech Republic

Banking information:

Represented by: MUDr. Aleš Herman, Ph.D. – Director

(hereinafter “IKEM” or “Sponsor”)

and

**Centre of Cardiovascular and Transplantation Surgery**

State allowance organization

Registered office: Pekařská 53, 656 91 Brno

Company ID No: 00209775

VAT/Tax ID No: CZ00209775

Czech Republic

Banking information:

Represented by: Doc. MUDr. Petr Němec, CSc., MBA – Director

(hereinafter “CKTCH” or “Sponsor”)

and

**The University of Iowa**

Tax ID: 42-6004813

DUNS: 062761671

Iowa City

Iowa 52242-1527

United States of America

Banking information:

(hereinafter also the “University”)

(independently as a “Contracting Party”, jointly as the “Contracting Parties”)

On today’s date, the above Contracting Parties conclude this Agreement on Providing an Analysis of Examination Results (hereinafter the “Agreement”).

**Preamble**

1. IKEM and CKTCH are state allowance organizations and providers of medical services that would like to conclude this Agreement with the University, which would provide for IKEM and CKTCH analyses of fully anonymised information that IKEM and CKTCH would provide to the University. These analyses are necessary for the research project AZV of Ministry of Health of the Czech Republic reg. no. (internal number , titled “
2. The University declares that it has the information, experience and equipment to carry out for IKEM and CKTCH an analysis of the information sent from IKEM or CKTCH, and to send the results back to their registered offices in accordance with this Agreement.
3. **Subject of the Agreement and**

**Rights and Obligations of the Contracting Parties**

1. The subject of this Agreement is the obligation of IKEM and CKTCH to send to the University, via a secure transmission path (hereinafter also “STP”), consistently and fully anonymised images of coronary vessels in the format agreed to between the Contracting Parties, to accept the results of the analysis of these images from the University and to pay to the University the agreed amount for the analyses in accordance with the terms and conditions of this Agreement. IKEM and CKTCH undertake to inform the University when the respective images are sent through an STP so that the University is able to download these images via the STP to its workstation and carry out the analysis.
2. The University undertakes to carry out duly and time (within one month from the sending of the images by IKEM or CKTCH through the STP) an analysis of the images of coronary vessels sent by IKEM and CKTCH in the manner in which it is able to do so using current technology and knowledge. The University shall send to IKEM and CKTCH the relevant results of these analyses via the STP. When the relevant analysis of specific images is carried out, the University shall send such an analysis to IKEM or CKTCH via the STP and inform IKEM or CKTCH of such a fact.
	1. Description of deliverables:

Quantitative morphological analysis of up to baseline/follow-up coronary OCT pullback sequences. ()

1. Forwarding of the images, data, analyses and any data specified in this Agreement must only be done via the STP. If the files specified in this paragraph are forwarded in a different manner, the relevant Contracting Party shall have significantly breached this Agreement.
2. IKEM and CKTCH undertake to ensure that the image and other data that they send to the University shall be carefully anonymised.
3. The University undertakes to send all of the results of the analysis carried out in accordance with this Agreement via the STP, and it shall only use these results for the purposes of IKEM, CKTCH, and scientific publications. The University may share and publish the anonymised results in relation to scientific research. In this regard, the University provides to IKEM and CKTCH a nonexclusive license to use the results sent by the University, and such a license is unlimited in terms of time and space.
4. The Contracting Parties undertake that the STP shall only be used by authorized responsible employees of the relevant Contracting Party. The Contracting Parties shall impart to each other the authorized persons for all of the Contracting Parties after this Agreement is concluded. Both Contracting Parties undertake and declare that they shall rigorously protect the use of the STP so as to avoid its misuse by unauthorized persons or any other disposition of communication already carried out between the Contracting Parties via the STP. Unauthorized persons are any third parties that are not cooperating with any of the Contracting Parties on any contractual or non-contractual basis.
5. All of the Contracting Parties shall use the STP in accordance with Annex No. 1 – Rules for using a Secure Transmission Path.
6. The Contracting Parties shall be responsible for misuse of the STP and rules for using the STP, which is Annex No. 1 to this Agreement.
7. The Contracting Parties undertake to resolve all technical, contractual and other issues via mutual cooperation.
8. **Place of Fulfilment**
9. The place of fulfilment of this Agreement is the place where the analysis of the images of coronary vessels sent by Sponsor is carried out, i.e. the registered offices of the University. The University shall send the results of the analyses back to IKEM and CKTCH in the manner and in accordance with this Agreement.
10. **Provision of Information to Third Parties**

**and Confidentiality**

1. It is the responsibility of Sponsor to mark or otherwise identify in writing prior to submission any information considered confidential that it deems necessary to share with University (“Confidential Information”). Oral disclosures of Confidential Information shall be identified as confidential at the time of disclosure and confirmed in writing within ten (10) business days of the disclosure. University shall have the right to accept or reject Sponsor’s Confidential Information. If such information is accepted it will be withheld by University from publication, and in all other respects shall be maintained by University as confidential and proprietary to Sponsor for a period of five (5) years after termination of this Agreement. University shall have no such obligation with respect to any portion of such Confidential Information which:

a) is or later becomes generally available to the public by use, publication or the like, through no fault of University;

b) is obtained on a non-confidential basis from a third party who disclosed the same to University;

c) University already possesses, as evidenced by its written records, predating receipt thereof from Sponsor; or

d) is required to be disclosed by law, regulation or court order.

1. **Price Terms**
2. For the entire duration of the validity and effect of this Agreement, in relation to the services provided on the basis of this Agreement, IKEM shall pay to the University the **fixed** amount as follows:

CZK 160,000 (for 2016)

CZK 215,000 (for 2017)

CZK 140,000 (for 2018)

CKTCH shall pay to the University the **fixed** amount as follows:

CZK 110,000 (for 2016)

CZK 160,000 (for 2017)

CZK 160,000 (for 2018)

All of the above amounts shall also include all taxes, VAT and other potential fees arising from the relevant legal regulations.

1. To the University shall be paid the activities carried out pursuant to this Agreement on the basis of an invoice – tax document. Invoicing shall occur a maximum of four (4) per calendar year. The University shall invoice and be paid in CZK. The amount shall be due within 60 days from the date when the invoice is received from the University. The University shall be obliged to add to the claimed amount all taxes and fees relating thereto. The University shall be obliged to meet all of its tax and other obligations in relation to the claimed amount. The University shall add to the claimed amount all taxes and fees that the University is obliged to declare and pay toward its relevant state bodies. The University shall be liable for such paid taxes and fees. The provisions of specified in Article IV, paragraph 1 shall not be affected by this.
2. For the entire duration of the validity and effect of this Agreement, the claimed amount without taxes and fees shall remain unchanged.
3. **Severability**
4. If any of the provisions or any part of the provisions of the Agreement are considered invalid or unenforceable, such invalidity or unenforceability shall not result in the invalidity or unenforceability of the Agreement as a whole, but the Agreement as a whole shall be interpreted as if it did not contain the relevant invalid or unenforceable provisions, or parts thereof, and the rights and obligations of the Contracting Parties shall be interpreted accordingly. In event of an invalid or unenforceable Article of this Agreement, the Contracting Parties shall be obliged to conclude an addendum to this Agreement that would regulate the mutual rights and obligations of the invalid or unenforceable Article of this Agreement.
5. **Responsible Persons**

**in Technical and Organizational Matters arising from this Agreement**

1. Responsible persons for IKEM:
2. Responsible persons for the University:
3. Responsible persons for CKTCH:
4. **Duration of the Agreement, Early Termination of the Agreement**
5. This Agreement is concluded for a definite period of time until 31 December 2018 from the date it is signed by all of the Contracting Parties.
6. This Agreement shall become valid and effective on the date it is signed by the authorized representatives of all of the Contracting Parties.
7. This Agreement may be terminated via a written agreement between the Contracting Parties. This Agreement may also be terminated for convenience via a written notice, without the need to provide a reason, delivered to the other Contracting Party. The notice period is 30 calendar days after the delivery of the written termination notice to the other Contracting Party.
8. This Agreement may also be terminated prematurely if the Project specified in the preamble of this Agreement is completed, in which case CKTCH and IKEM shall inform the University in writing of the completion of the Project, and thereby also the termination of provision of service pursuant to this Agreement.
9. In the event of early termination of this Agreement IKEM shall pay all costs accrued by University as of the date of termination, including non-cancelable obligations incurred prior to the effective date of termination.
10. **Closing Provisions**
11. Amendments and supplements to this Agreement may only be made via written and consecutively numbered addendums, and each of the Contracting Parties undertakes to impartially consider the proposals of the other Contracting Party. The Contracting Parties have agreed that all mutual disputes arising from, or relating to the Agreement shall firstly and primarily be resolved amicably and via a mutual agreement.
12. This Agreement is completed in three (3) equivalent counterparts, each having the validity of an original. Each of the Contracting Parties shall receive one (1) counterpart.
13. The Contracting Parties declare that this Agreement is an expression of their true and free will, and that it was not negotiated under duress or under otherwise unilaterally disadvantageous conditions. As evidence of this the Contracting Parties attach their signatures.
14. The Contracting Parties agree with the publication of this Agreement in accordance with the relevant legal regulations.
15. This Agreement includes the following annexes:

Annex No. 1 – Rules for using a Secure Transmission Path

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| In Prague, on …9.1.2017…………… | In Iowa City, on ……12-14-16……… | In Brno, on ……21.12.2016……………. |
| ………………………………… | ………………………………… | ………………………………… |
| IKEM | University | CKTCH |
| MUDr. Aleš Herman | Wendy Beaver | Doc. MUDr. Petr Němec, CSc., MBA |
| IKEM Director | Executive Director |  |