MATERIAL AND INFORMATION TRANSFER AGREEMENT

BETWEEN: **Charles University, public university in accordance of the Act No. 111/1998, on Universities, with its official seat** at Ovocny trh 560/5, Prague 1, **116 36, Czech Republic, concerning the Part: First Faculty of Medicine, whose address is, Katerinska 32, Prague 2, 121 08, Czech Republic (hereinafter referred to as "Provider Institution") on behalf of the Provider Scientist identified in Schedule "A" hereto**

(Provider Institution and Provider Scientist are collectively referred to as "Provider")

AND: **The Chancellor, Masters and Scholars of the University of Cambridge an English university with its principal place of business at The Old Schools, Trinity Lane, Cambridge CB2 1TN, United Kingdom (hereinafter referred to as "Recipient Institution") on behalf of the Recipient Scientist identified in Schedule "A" hereto**

(Recipient Institution and Recipient Scientist are collectively referred to as "Recipient")

(individually Provider and Recipient are each a "Party" and collectively the "Parties")

WHEREAS Provider wishes to provide Recipient, and Recipient wishes to obtain from Provider, certain proprietary information and biological materials on terms and conditions set out in this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and covenants set out in this Agreement, the parties agree as follows:

1. DEFINITIONS. In this Agreement, the following words have the following definitions:

   1.1 **"Agreement" means this Material and Information Transfer Agreement;**

   1.2 **"Commercial Purposes" means the sale, lease, licence or other exploitation of the Material or Information to a person for profit, including, but not limited to, use of the Material or Information by Recipient or any individual or organization to perform contract research, to screen compound libraries, to produce or manufacture products for general sale, or to conduct research activities that result in any sale, lease, licence or other exploitation of the Material or Information to any individual or organization for profit. For greater certainty, academic research sponsored by government or industry does not fall within the definition of "commercial purposes" unless the sponsor retains rights, title or interests in and to the Material, Information or Inventions or unless the research activities result in any sale, lease, licence or other exploitation of the Material, Information or Inventions to any individual or organization for profit;**

1.3 **“Disclosure” means the publication of theses, articles, scholarly writings or oral or written presentations at lectures or seminars;**

1.4 **“Effective Date” means the date upon which the agreement becomes effective and corresponds to date disclosure according Art. 24.**

1.5 **"Information" means any and all information provided to Recipient by Provider relating to the Material, and clearly marked “CONFIDENTIAL”, or if related orally or visually, identified as CONFIDENTIAL at the time of disclosure and reduced to written form within a reasonable period (but no later than thirty (30) days following disclosure) following disclosure. Information includes, but is not limited to, all know-how, techniques, practices, data, specifications, plans, drawings, prototypes, recordings, instructions, manuals, papers or other materials in whatever form or nature;**

1.6 **"Inventions" means any discoveries, improvements, processes or inventions made by Recipient through use of the Material, Modifications or Information;**

1.7 **"Material" means the Original Material, any Progeny or Unmodified Derivatives;**

1.8 **"Modifications" means substances created by Recipient, which contain or incorporate any form of the Material (including Original Material, Progeny or Unmodified Derivatives);**

1.9 **“Original Material” means the original material being transferred to the Recipient as described in Schedule “A” hereto;**

1.10 **"Progeny" means unmodified descendant from the Material (for example, virus from virus, cell from cell, or mouse from mouse, or mouse from stem cell);**

1.11 **"Research Project" means the research described in Schedule "A" hereto; and**

1.12 **"Unmodified Derivatives" means substances created by Recipient, which constitute an unmodified functional subunit or product expressed by the Original Material (for example, subclones of unmodified cell lines, purified or fractionated subsets of the original material, proteins expressed by DNA/RNA supplied by Provider, or monoclonal antibodies secreted by a hybridoma cell line).**

2. LIMITED LICENCE. Subject to the terms and conditions of this Agreement, Provider hereby grants to Recipient a non-transferable non-exclusive licence to use the Material and Information for academic research purposes only as described in the Research Project, for a period commencing on the Effective Date and ending three (3) years thereafter unless terminated earlier in accordance with this Agreement.

3. RESTRICTIONS ON USE. Recipient agrees that the Material and Information:

3.1 **shall be used only under the Recipient Scientist’s direct supervision and only for the purpose of performing the Research Project described in Schedule “A” hereto and for no other purpose;**

3.2 **shall not be used directly or indirectly for Commercial Purposes;**

3.3 **may be used for investigational use in laboratory animals and/or *in vitro* studies but shall not be used in human subjects or for diagnostic or prognostic purposes;**

3.4 **will not be used in research that grants proprietary rights in the Material or Information to a third party; and**

3.5 **other than as set out in Schedule A, will not be transferred or disclosed to any third party for any purpose whatsoever without the prior written consent of Provider. Recipient should ensure that Third Parties who receive Materials or Information and are listed in Schedule A comply with this agreement.**

4. CONSIDERATION. No consideration shall be paid for the Material and Information.

5. OWNERSHIP, REPORTING AND INVENTIONS.

5.1 **Provider retains all rights, title and interest in and to the Information and the Material in whole or in-part(s) contained within Modifications;**

5.2 **Recipient will provide Provider (Researcher) with a written report on the progress of the Research Project within sixty (60) days of the end of each Anniversary year of this Agreement; this written report will be treated as Confidential until the data is published.**

5.3 **Recipient will promptly notify Provider in writing within thirty (30) days of any Inventions. Ownership of inventions will be determined by inventorship, and inventorship will be determined according to U.S. patent law. Where Recipient is the sole owner of Inventions Recipient hereby grants to Provider a royalty-free, non-exclusive licence to use the Inventions for internal non commercial academic research and scholarly purposes only. The parties agree to negotiate in good faith an agreement governing the administration and commercialization of jointly-owned Inventions. Upon request, Recipient will send Provider samples of Modifications for academic research and scholarly purposes only.**

5.4 **The Provider assumes all liability for damages, which may arise from its use, storage or disposition of the Inventions or Modifications.The Recipient will not be liable to the Provider for any loss, claim or demand made by the Provider, or made against the Provider by any other party, arising from the use of the Inventions or Modifications by the Provider, except to the extent permitted by law when caused by the gross negligence or wilful misconduct of the Recipient.**

6. REPRESENTATIONS AND WARRANTIES. The Material and Information are being provided by Provider to Recipient on an "as is" basis and the Material is understood to be experimental in nature. Any use of the Material or Information by Recipient will be at the sole risk and liability of Recipient, whether or not Provider has consented or acquiesced to such use. PROVIDER MAKES NO REPRESENTATION OR WARRANTY, WHETHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE MATERIAL AND INFORMATION, INCLUDING ANY REPRESENTATION OR WARRANTY AS TO THE DURABILITY, STORAGE, DISPOSAL, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR TO THE NON-INFRINGEMENT OF THE MATERIAL AND INFORMATION ON THE PROPRIETARY RIGHTS OF A THIRD PARTY. ALSO, PROVIDER WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGE OR LOSS ARISING OUT OF OR RELATED TO THE FOREGOING EVEN IF PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

7. LIABILITY.

7.1 The Recipient assumes all liability for damages, which may arise from its use, storage or disposition of the Material or Information. The Provider will 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, arising from the use of the Material or Information by the Recipient, except to the extent permitted by law when caused by the gross negligence or wilful misconduct of the Provider.

7.2 The Provider warrants that it has obtained the Material and Information in accordance with all relevant laws and guidelines. The Provider warrants that it has obtained the Material and Information from patients that have given their informed consent for their tissue sample and Information to be used for research purposes.

7.3 The Provider agrees that the Material and Information will be anonymised and coded and all coding records shall remain with the Provider.

7.4 The Provider shall indemnify Recipient against any claims arising from its own gross negligence in the transfer of the Material and/or Information to Recipient.

8. CONFIDENTIALITY. Subject to Section 9 hereof, during the term of this Agreement and for a period of three (3) years after the termination of this Agreement, Recipient will use reasonable efforts to maintain the confidentiality of the Material and Information and to prevent any unauthorized access, reproduction, disclosure and/or use of the Material and Information. Confidentiality obligations will not apply to information that:

8.1 **was demonstrably in the possession of Recipient prior to the date of disclosure of the Information by Provider to Recipient; or**

8.2 **is publicly known at the time of the disclosure; or**

8.3 **is required to be disclosed under applicable laws, regulations or orders of any governmental authority; or**

8.4 **is furnished by Provider to others without restrictions on its use or disclosure; or**

8.5 **is demonstrably developed independently by Recipient without reference to the Information.**

9. PUBLICATION. Recipient agrees to provide Provider with a copy of any proposed Disclosure of research conducted using the Material or Information at least thirty (30) days prior to submission for publication. If Provider does not respond to the Recipient by the end of the thirty (30) day period, Recipient will be free to present or publish the information. If Provider responds to the Recipient within the thirty (30) day period and identifies Information or patentable subject matter of the Provider within the Disclosure, Recipient shall delay publication for an additional thirty (30) days to allow Provider an opportunity to file patent applications. The parties agree that any publication made pursuant to this Agreement shall be made in accordance with the custom of scientific research and shall acknowledge the contribution of the parties' scientists, as appropriate. Recipient also agrees that Provider will cite the Charles University bio repository as a biospecimen resource in the resulting publications.

10. TERMINATION. This Agreement terminates immediately upon the occurrence of any one of the following events:

10.1 **Recipient notifies Provider in writing that the Research Project has been completed or terminated; or**

10.2 **Recipient becomes bankrupt or insolvent or a receiver is appointed to take possession of Recipient's business or property or Recipient has assigned its interest to creditors; or**

10.3 **Recipient is more than thirty (30) days in arrears of any monies that are due to Provider under this Agreement; or**

10.4 **Recipient commits a breach of section 3, 8 or 9 and, where the breach is capable of remedy, the Recipient has failed to remedy the same within thirty (30) days of service of a written notice from the Provider specifying the breach and requiring it to be remedied; or**

10.5 **Recipient terminates the non-exclusive licence granted to Provider under section 5; or**

10.6 **One hundred and eighty (180) days have elapsed following written notice by one party to the other of its intention to terminate this Agreement in the absence of a breach of any of the provisions of this Agreement.**

11. DISPOSAL OF MATERIAL AND INFORMATION. On the expiration or earlier termination of this Agreement, Recipient will, on the direction of Provider, promptly return or destroy the Material and Information. However, at the request of Recipient and for additional consideration, Provider may extend the term of this Agreement with respect to provisions governing Modifications so that Recipient can continue to use the Material contained or incorporated in the Modifications.

12. NOTICES. All payments, notices, reports, requests, consents and other communications between the parties pertaining to matters related to this Agreement will be given in writing and delivered by person, registered mail, or by fax, addressed to the Party as follows:

Provider:
Prof. Aleksi Šedo, MD
Head of Institute of Biochemistry and Experimental Oncology
U nemocnice 5, 128 53 Prague 2
Czech Republic
Tel: [redacted]
Fax: [redacted]

Recipient:
Assistant Director
School of Clinical Medicine
Research Operations Office
University of Cambridge
Addenbrooke's Hospital, Box 111
Hills Road
Cambridge CB2 0SP
United Kingdom
Tel: [redacted]
Fax: [redacted]

Any notice personally delivered or sent by fax will be deemed to have been given or received at the time of delivery or transmission. Registered or certified mail will be deemed to have been received on the fifth (5^{th}) day after it is posted.

13. HEADINGS. The headings used in this Agreement are for convenience and reference only and do not define or limit the scope, or affect the interpretation of the provisions of this Agreement.

14. NO WAIVER. No waiver or failure to enforce the strict performance of this Agreement shall be deemed to prevent the parties from subsequently enforcing their rights. No waiver of a provision of this Agreement will be construed effective unless presented in writing and signed by an authorized representative of the party granting the waiver or consent. No waiver of a provision of this Agreement will be construed to be a waiver of any subsequent breach of this Agreement.

15. ASSIGNMENT. Recipient will not assign this Agreement, in whole or in part, without the prior written consent of Provider, whose consent may not be unreasonably withheld. For the avoidance of doubt such consent has already been given regarding third party service providers in section 3.5 and Schedule A.

16. ENTIRE AGREEMENT. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior proposals, negotiations, agreements, understandings, representations and warranties of any form or nature, whether oral or written, and whether express or implied, which may have been entered into between the parties relating to its subject matter.

17. SURVIVAL. Sections 3, 5, 6, 7, 8, 9 and 11 will survive the expiration or earlier termination of this Agreement.

18. SEVERABILITY. If any provision of this Agreement is deemed to be invalid or unenforceable, such provision or provisions will be deemed modified to the extent necessary to render the same valid or enforceable, or if such modification is not possible, the remaining terms and provisions of this Agreement will be construed and enforced as if the invalid or unenforceable provision or provisions did not exist.

19. COUNTERPARTS. This Agreement may be executed in any number of counterparts by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery by facsimile or by electronic transmission in portable document format (PDF) of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart of this Agreement.

20. FURTHER ASSURANCES. Each party will execute and deliver such further agreements and other documents and do such further acts and things as the other parties reasonably request to evidence, carry out or give full force and effect to the intent of this Agreement.

21. USE OF NAME. Neither party shall have the right to use the name of the other party without the specific written permission of the authorized representative of the other party.

22. DISPUTE RESOLUTION. In the event of any dispute with respect to this Agreement, the parties hereby agree to first attempt to resolve the matter informally through designated senior representatives of each Party. If the parties are unable to settle any dispute by negotiation within twenty-eight (28) days the parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure.

23. LAW AND JURISDICTION. English law shall apply to this Agreement, and the English courts shall have exclusive jurisdiction.

24. Disclosure. **The Parties acknowledge that Charles University, as a public university and an entity under Art. 2 Par. 1 Letter e) of Act No. 340/2015 Coll., on Contract Register, is subject to the obligation to disclose any contracts it concludes in the contract register (hereinafter "Disclosure"). The Parties state that this contract, which is subject to mandatory Disclosure, shall take effect on the day of its Disclosure. Provider pledges to Disclose the contents of this contract, with the exception of Schedule A, as well as to inform Recipient with no undue delay of the fact that the such contents of the contract have been disclosed and that the contract has taken effect. Information must be sent to [redacted].**

[THE REMAINDER OF THIS PAGE REMAINS BLANK]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS THEREOF Provider and Recipient have caused this Agreement to be executed in duplicate by their respective duly authorized representatives.

ACCEPTED AND AGREED TO:

Charles University,	**The Chancellor, Masters and Scholars of the University of Cambridge**
Per: _____	**Per:** _____
Name: **Aleksi Šedo**	**Name:**
Title: **Professor** **Dean of the First Faculty of Medicine**	**Title:**
Date:	**Date:**

ACKNOWLEDGEMENT
Having read and understood this Agreement, I hereby agree to act in accordance with all the terms and conditions herein and further agree to ensure that all Recipient and Provider participants are informed of their obligations under said terms and conditions.

	PROVIDER SCIENTIST		**RECIPIENT SCIENTIST**
Name:	[redacted]	**Name:**	[redacted]
Signature:	_____	**Signature:**	_____
Date:	_____	**Date:**	_____