SPECIFIC COLLABORATION AGREEMENT OF RESEARCH STAFF MOBILITY BETWEEN THE PALACKÝ UNIVERSITY OLOMOUC AND DEPARTMENT OF UNIVERSITY OF SIENA (ITALY)

BY AND BETWEEN

On the one hand,

Prof. Francesco Frati, on behalf of the University of Siena, with registered offices at via Banchi di Sotto, 55 – 53100 Siena (Italy) in his capacity of Rector, as the legal representative of the institution.

On the other hand,

PALACKÝ UNIVERSITY OLOMOUC with registered office at Křížkovského 8, 779 00 Olomouc, Czech Republic ID number: 61989592 represented by prof. MUDr. Martin Procházka, Ph.D., rector (Hereinafter jointly referred to as 'the parties' and separately as a "party").

Both parties mutually acknowledge that they have the necessary legal capacity to sign this document on behalf of their respective institutions and, for this purpose,

HEREBY DECLARE

Palacký University Olomouc is a university with long-standing tradition. Founded in 1573, it is the oldest university in Moravia and the second-oldest university in the Czech Republic. Today it is a modern higher education facility with a wide range of study programmes and copious scientific and research activities. In 2020, more than 22 000 students studied in 840 accredited study programmes at eight faculties. The university also provides exchange programmes and lifelong learning programmes. Palacký University Olomouc is one of the very top Czech universities, and ranks among the best universities in the world, according to international rankings.

The University of Siena is a public entity founded in 1240. One of the oldest Universities in the world, USiena has eight centuries of experience as a free Education Institution, a rich history and a great tradition of teaching and learning. Today, it is among Italy's leading universities with excellent results in terms of innovation for research, education and services.

Both institutions have common interests, and are therefore interested in establishing this specific collaboration agreement to mobilise professionals and research staff from both institutions (hereinafter 'agreement'), according to the following clauses:

CLAUSES

ONE. DEFINITIONS.

Associate researcher: A researcher who has a working relationship with one of the parties, being

this through a pre-doctoral grant or a contract, and who carries out either full-time or part-time research tasks assigned to him/her at the other party's facilities.

Original centre: The party with which the associate researcher has a working relationship and which is responsible for paying the salary or grant received by the associate researcher for his/her research tasks.

Receiving centre: The party, which although not the original centre of the associate researcher, makes its facilities and resources available to the associate researcher to allow him/her to carry out said research tasks.

TWO. OBJECTIVE OF THE AGREEMENT.

The objective of this agreement is to regulate the mobility of professionals and/or research staff between the parties, either when participating in research collaborations or when providing training sessions to students and academic staff. The features of each case are stipulated in an appendix included alongside this agreement. These periods do not entail any professional relationship or association of any type between the associate researcher and the receiving centre.

THREE. TERMS.

This agreement becomes effective on the date it is signed and remains in force for a period of 4 years. Prior to its termination, the Parties may extend this Agreement for up to a further 4 years. However, either Party may give six months' notice in order to terminate the Agreement.

FOUR. SUPERVISION.

Relocated associate researchers, both at the original centre and the receiving centre, will be allocated a tutor each who will be responsible for supervising their research tasks, and for managing any notification with regard to this agreement. Tutors' names and contact details will be specified in the corresponding appendix.

FIVE. CONFIDENTIALITY.

All knowledge containing business or professional secrets, technical secrets or commercial and financial information that the owner has disclosed to the other party (receiving party) marked or otherwise clearly indicated as confidential shall be kept in confidence. Confidential information shall not be disclosed to third parties and shall be used only as is necessary for the performance of this agreement. The receiving party shall exercise the same degree of care, nevertheless not less than reasonable care, for the received confidential information as it exercises in respect of its own confidential information of like nature.

The obligation for confidentiality shall not extend to information that the receiving party can show

- (a) was public or otherwise generally available at the time of receipt,
- (b) has become public or otherwise generally available after receipt by the receiving party,
- (c) was already in the possession of the receiving party at the time of receipt without any secrecy restrictions or confidentiality commitments,
- (d) was lawfully obtained from a third party without any secrecy obligation or confidentiality commitment,
- (e) was developed independently by the receiving party.

The obligation for confidentiality shall not apply to information, which has to be disclosed by virtue of law, decree, governmental order or other similar provisions.

This confidentiality requirement shall remain in force after the collaboration has finalised for a period of 5 (five) years or until such time as an independent third party who is not subject to any confidentiality requirements makes this information public.

SIX. INDUSTRIAL PROPERTY.

Any invention that stems from collaboration regulated by this agreement and, as a result, any intellectual or industrial property rights, shall be distributed among the parties as defined below:

- 6.1. Inventors shall sign a document defining the contribution percentage for each inventor involved in the invention.
- 6.2. Results mean any information, knowledge, and know-how, including but not restricted to any intellectual property rights, created by a party or by a third party working for that party, during or otherwise in connection to this agreement.
- 6.3. The receiving centre shall own 50% of the intellectual and industrial property rights corresponding to the invention contribution of associated researchers, and 100% of the intellectual and industrial property rights corresponding to the invention contribution of researchers linked to the receiving centre.
- 6.4. The original centre shall own 50% of the intellectual and industrial property rights corresponding to the invention contribution of associated researchers, and 100% of the intellectual and industrial property rights corresponding to the invention contribution of the remaining researchers linked to the original centre.
- 6.5. The parties shall sign a joint invention ownership agreement, which will include the ownership percentage of each party, defined according to this clause.
- 6.6. Background rights mean any information, knowledge, and know-how, including but not restricted to any intellectual property rights, created by the specific research group of a Party or created by a third party working for that party outside of the research work carried out under this Agreement.
- 6.7. This Agreement shall not have any effect on the background rights of the parties and no right, interest, title or ownership with regard to any party's Background rights shall be

deemed to be transferred to the other party as a result of this Agreement or the performance of the research work unless otherwise agreed in writing.

Any benefits that are obtained as a result of commercially exploiting the invention or the associated intellectual and industrial property rights, and the related expenses thereof, shall be shared according to the ownership percentage of each party.

SEVEN. ACCIDENTS AND SAFETY AT WORK

The centre of origin must put in place the necessary procedures to include associate researchers in its student insurance policies and/or collective accident insurance policies contracted in their name and which must cover the period associate researchers are relocated to the receiving centre. Regardless of the aforementioned, Palacký University Olomouc will always contract accident insurance for the associate researcher.

During the relocation period at the receiving centre, associate researchers must agree to follow the occupational risk prevention plan in place and any safety instructions issued by receiving centre staff.

- 7.1 Safety training and workplace risks information: The receiving centre is responsible for training regarding safe working conditions and specific risks for the visiting researcher in their workplace. The receiving centre must promptly inform the visiting researchers about the general and specific risks to which they may be exposed to during their research or study activities.
- 7.2 Health check-ups: The centre of origin is responsible for health surveillance according to the risks present in the receiving centre, in compliance with the Occupational Health and Safety Regulations of the receiving Country.
- 7.3 Personal Protective Equipment (PPE): The receiving centre is responsible for providing the visiting researcher or student with Personal Protective Equipment (PPE).
- 7.4 Vulnerable workers: The receiving centre is responsible for the Protection of vulnerable workers (new or expectant mothers, foreign newcomers, disabled workers and workers with language barriers).

EIGHT. TERMINATION.

Either of the parties may terminate this agreement if the other party fails to comply with its terms and does not satisfactorily resolve the breach within a period of 30 days from the written notification of the breach. Clauses five and six shall remain in force even if this agreement is terminated.

NINE, GENERAL.

a) This document contains the whole agreement between the parties regarding the raised issues and may only be amended through written agreement by the document parties,

expressly stipulating the change, and must be signed in the name of both parties.

- b) No agreement terms or conditions shall be waived unless a written document is submitted and signed by the party against which the waiver is expected to apply. A waiver relating to any breach of this agreement shall not be interpreted to mean that any subsequent breaches of the same nature or of another shall also be waived.
- c) If any terms or conditions of this agreement or the application thereof are considered invalid or not applicable, the remaining terms and conditions of this agreement will not be affected.
- d) No items in this agreement create or can be considered to create an association or a relationship of principal and representative or employer and employee between the parties.
- e) Any notifications or other documents that are awarded by virtue of this agreement must be delivered or sent via first-class, pre-paid registered post to the recipient party, to the address established on Page 1 and in the appendix to this agreement, or to any other address that has been indicated to the other party in accordance with this clause.

TEN. COLLABORATION OBLIGATION.

At all times, the parties shall act in accordance with the principles of good faith and efficacy. This agreement is regulated by the Receiving centre legislation. In case of disputes, the parties shall resolve their differences out of court. Any dispute which cannot be resolved by mentioned manner shall be considered in the court of the receiving centre.

ELEVEN. DATA PROCESSING

The personal data provided by the Parties will be processed for the purposes of this agreement, pursuant to the principles of lawfulness, correctness, transparency, adequacy, relevance and necessity referred to in Article 5, paragraph 1 of the European Union General Data Protection Regulation 679/2016 (GDPR). The data will be made accessible only to those who, both within the structure of both parties need them exclusively for the management of the relationship established by this agreement. It is the right of the contracting parties to obtain confirmation of the existence of the data and to know its content and origin, verify its accuracy or request its integration, updating or correction and to oppose, for legitimate reasons, to their treatment. By signing this document, the parties express their consent to the processing and communication of their personal data according to the methods and for the purposes described above. The Data Controller is the Palacký University Olomouc and the Data Processor is the University of Sienna.. Pursuant to art. 8 of the Regulations for the conduct of research or teaching activities commissioned by public and private subjects, the sending partner may use the data in this

document anonymously for statistical analysis on the performance of activities on behalf of third parties.

If the document is signed electronically, the date of the document will be the last one. In witness whereof and for all relevant purposes, both parties hereby sign this document, in 4 equal counterparts, in the place, whereas each party shall obtain two of them and on the date indicated in the heading.

ON BEHALF OF PALACKÝ UNIVCERSITY OLOMOUC	ON BEHALF OF UNIVERSITY OF SIENA			
Olomouc,	Siena, 2.8 SET. 2021			
Prof. Martin/Procházka	Prof. Francesco Frati			
Rector	Rector			

APPENDIX TO THE AGREEMENT

Name of the associate researcher:

Name of the mobility: Characterization of biomarkers associated with oxidative stress.

Time schedule of the mobility: October 1, 2021 to December 31, 2021

February 1, 2022 to April 30, 2021

Breakdown of schedule:

01.10.2021-31.12.2021

- Getting equipped with facilities at the host department and learning new methodologies.
- Standardization of different analysis technique and perform pilot experiments.
- Validation of my results obtained at the Department of Biophysics, Palacký University Olomouc based on the pilot results obtained at the host department.
- Cell culturing and cultivation of cell lines based on the project design
- Discussion and planning of the work schedules and/or expected outcomes.
- Cytotoxicity measurements and cell viability test under normal and stress condition.
- Isolation of reactive intermediates and products of the oxidation of proteins.

01.02.2022-30.04.2022

- Analysis of reactive intermediate and oxidation products formed under normal and stress-induced condition using ¹H NMR spectroscopy.
- Data evaluation
- Manuscript preparation based on results obtained.
- Study of posttranslational modification (via covalent cross-link between two tyrosine residues).
- Mass spectrometric analysis by either labelling or non-labelling approach.
- Seminar at the host department on the results obtained.

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Tutor at the receiving centre:

We declare that no economic activities will be realized with respect to this reseach mobility.

We declae that no money will be transfered between the two instututions with respect to this reseach mobility.