

## RESEARCH LICENCE AGREEMENT

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This Research Licence Agreement (hereinafter the "Agreement") is made by and between:

- (1) **Medical Research Council, as part of United Kingdom Research and Innovation** (also known as UK Research and Innovation) a body corporate pursuant to section 91 of the Higher Education and Research Act 2017, whose address is Polaris House, North Star Avenue, Swindon, SN2 1FL, UK ("**MRC**");

and

- (2) **Institute of Organic Chemistry and Biochemistry of the CAS** whose administrative offices are at Flemingovo nam. 2, 166 10 Praha 6, Czech Republic (hereinafter the "**Institution**").

MRC and Institution may each be referred to as a "Party", and collectively as the "Parties".

### RECITALS

MRC includes within its establishment the MRC Laboratory of Molecular Biology, Cambridge, United Kingdom (hereinafter "LMB").

LMB, and specifically [REDACTED] ("the Inventors") have developed and own the Intellectual Property Rights in [REDACTED] (hereinafter the "Device").

The Device has been published in [REDACTED].

The Institution is specialising in organic chemistry and biochemistry. The Institution wishes to obtain drawings of the Device (hereinafter the "Materials") for use in non-commercial research, which MRC agrees to provide to the Institution on the terms set out in this Agreement.

### NOW IT IS HEREBY AGREED AS FOLLOWS

#### 1. DEFINITIONS AND INTERPRETATION

- 1.1 Unless the context requires otherwise, expressions in this Agreement (including the Recitals) shall have the meanings as given below:

"**Adaptations**" shall mean any works created by the Institution to improve the design of the Device which contain/incorporate any form of the Materials.

"**Agreement**" shall mean this Agreement and the Schedule attached hereto.

"**Device**" shall mean the Device as further described in Schedule 1.

"**Effective Date**" shall mean the date of last signature below.

"**Intellectual Property Rights**" shall mean patents, copyright, Know-How, design rights, registered design rights, database rights, trade mark rights, service marks, semiconductor topography rights, applications, (including all divisionals, continuations reissues, extensions, registrations and supplementary protection

[REDACTED]

certificates) for any of the above, and any other similar right recognised from time to time in any jurisdiction, together with all rights of action in relation to the infringement of any of the above;

"**Materials**" shall mean drawings, CAD files, images of the Device.

"**Recipient Scientist(s)**" shall be [REDACTED] at the Institution.

## **2. LICENCE GRANT**

- 2.1 The Institution hereby acknowledges and agrees that the Intellectual Property Rights in the Device and Materials, including any form of the Materials contained or incorporated in Adaptations, vest in and belong to MRC. Nothing in this Agreement shall be construed to affect ownership of the Materials.
- 2.2 MRC hereby grants to the Institution a royalty-free, non-exclusive, non-sublicensable, non-transferable licence to use the Materials and any Adaptations for the purpose of internal, non-commercial research and teaching.
- 2.3 The Institution will not use the Materials and any Adaptations for any commercial purposes.
- 2.4 The Institution will not transfer, transmit or in any other way provide the Materials and any Adaptations to any third party without MRC's prior written consent.
- 2.5 The Institution will ensure that access to the Materials is restricted to those of the Institution's employees who have reasonable need for such access for use as permitted hereunder and that such employees are aware of the undertakings set out in this Agreement.
- 2.6 The Institution warrants and represents that its use of the Materials and any Adaptations will be in accordance with all applicable laws, guidelines, regulations and research best practice. For studies involving the administration/presentation of the Materials and any Adaptations in any format to human subjects, the Institution will conduct such studies in accordance with any ethical approvals and informed consent obtained.
- 2.7 In consideration of granting a licence under the terms of this Agreement and providing the Materials free of charge, the Institution hereby grants MRC a non-exclusive, royalty-free, perpetual, irrevocable and sub-licensable right to use any Adaptations for the purpose of internal, non-commercial research and teaching.

## **3. PUBLICATIONS**

- 3.1 The Institution agrees to appropriately acknowledge MRC- LMB as the source of the Materials and the owner of Intellectual Property Rights in the Materials and the Device, in any disclosures arising (in whole or in part) from the Institution's use of the Materials and/or Adaptations for the purpose of internal, non-commercial research and teaching.
- 3.2 The Institution shall reference the publication listed below in any disclosures arising (in whole or in part) from the Institution's use of the Materials and/or Adaptations, and any other publications as reasonably requested by MRC or the Inventors: [REDACTED]

[REDACTED]

- 3.3 Each Party agrees not to use or refer to this Agreement in any promotional activity, or use the names or marks of the other without express written permission. However, this paragraph shall not preclude either Party's attribution of authorship in, and distribution of academic literature reporting the results of research conducted with the Materials.
- 3.4 The Parties understand and agree that the Parties may disclose the existence (not the terms) of this Agreement in the event that a conflict of interest needs to be disclosed by a Party's scientists to a scientific journal and/or during presentations and attendance at scientific conferences and/or in press releases.

#### **4. WARRANTIES/LIABILITIES**

- 4.1 The Institution understands and agrees that the Materials are provided without warranty of merchantability or fitness for a particular purpose or any other warranty, express or implied, and without any representation or warranty that the use or supply of the Materials will not infringe any patent, copyright, trademark or other right, or that the use of the Materials will not pose a health or safety risk. The use of the Materials by the Institution will be conducted under the Institution's exclusive responsibility and MRC will not be liable for any consequences thereof.
- 4.2 In no event shall MRC be liable for any act or omission by the Institution under this Agreement including but not limited to the receipt, use, handling, storage of the Materials by the Institution except where such liability is directly due to the negligent acts or omissions of MRC.
- 4.3 Without limiting the generality of the foregoing, the Institution, shall to the extent permitted by any statutory law or regulation applicable to the Institution, agree to indemnify MRC for any loss, claim, damage, or liability, of whatsoever kind or nature, which may arise from, or in connection with this Agreement or the use, handling, storage or disposal of the Materials by the Institution or Recipient Scientists except where such loss, claim, damage or liability is directly due to the negligent acts or omissions of MRC.
- 4.4 Nothing in this Agreement limits or excludes either Party's liability for:
- (a) death or personal injury resulting from negligence;
  - (b) any fraud or for any sort of other liability which, by law, cannot be limited or excluded.
- 4.5 The Institution understands and agrees that remedies in damages may be inadequate to protect MRC and the Institution against any breach by the Institution of any of the provisions of this Agreement. Accordingly, MRC and the Institution shall be entitled to apply for the granting of interim and final injunctive relief by a court of competent jurisdiction in the discretion of that court against any action that constitutes any breach of this Agreement.

#### **5. DURATION & TERMINATION**

- 5.1 This Agreement shall come into force on the Effective Date and shall remain in force for as long as the Institution has possession of the Materials or Adaptations.
- 5.2 Either the Institution or MRC may terminate this Agreement forthwith by notice in writing if the other Party commits a substantial breach of this Agreement, which in the case of a breach capable of remedy within such period will not have been remedied within thirty (30) days of the receipt by the Party in default of notice identifying the breach and requiring its remedy.
- 5.3 MRC may terminate this Agreement with immediate effect upon written notice to the Institution, if it is unable to supply the Materials to the Institution.



- 5.4 Upon termination under Clause 5, the Institution shall:
- (a) discontinue use of the Materials and Adaptations; and/or
  - (b) upon the direction of MRC, either return or destroy the Materials and Adaptations.
- 5.5 The obligation under clauses 2.1, 4, 5.4 and 5.5 will survive termination of this Agreement.

## **6. LAW AND JURISDICTION**

- 6.1 The validity, construction and performance of this Agreement shall be interpreted in accordance with English law and subject to the exclusive jurisdiction of the English Courts.

## **7. MISCELLANEOUS**

### Assignment

- 7.1 Neither Party shall assign or transfer any interest in this Agreement, nor assign any claims for money due or to become due during this Agreement, without prior written approval of the other Party.

### Notices

- 7.2 Any notice required to be given under the terms of this Agreement may be given by letter, with all delivery charges prepaid and addressed to the parties as follows: in the case of Institution to [REDACTED] Institute of Organic Chemistry and Biochemistry of the CAS, Flemingovo nam. 2, 166 10 Praha 6, Czech Republic with a copy to [REDACTED] and in the case of MRC to: Senior Contracts Manager, MRC Laboratory of Molecular [REDACTED] Cambridge Biomedical Campus, [REDACTED].

### Changes and Amendments

- 7.3 No amendment, consent or waiver of terms of this Agreement shall bind either Party unless in writing and signed by both Parties. Any such amendment, consent, or waiver shall be effective only in the specific instance and for the specific purpose given.

### Severability of Provision

- 7.4 If any provision of this Agreement is declared void or unenforceable by any judicial or administrative authority this will not ipso facto nullify the remaining provisions of this Agreement and the provision of this Agreement so affected will be curtailed and limited only to the extent necessary to bring it within the legal requirements.

### Entire Agreement

- 7.5 This Agreement embodies the entire agreement between the Parties as to the subject matter hereof and merges all prior discussions and no provision of this Agreement may be changed except by the mutual written consent of the Parties.

### Third Party Rights

- 7.6 No party other than a Party to this Agreement shall have any rights to enforce any term of this Agreement pursuant to the United Kingdom Contracts (Right of Third Parties) Act 1999 or other applicable act.

### Counterparts

[REDACTED]

7.7 This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one Agreement.

7.8 In this Agreement, unless the context requires otherwise, references to any Party includes its successors and permitted assigns and, where appropriate, its agents.

IN WITNESS WHEREOF, this Agreement has been signed by the duly authorized representatives of the Institution and MRC.

Signed for and on behalf of the **Medical Research Council, as part of United Kingdom Research and Innovation**

Signature..... Date.....  
Name (Printed)..... Title.....

Signed for and on behalf of **INSTITUTION**

Signature [Redacted] Date 15 NOVEMBER 2021  
Name (Printed) [Redacted] Title Institution Director  
Dr. PhDr. Zdeněk Hostomský, CSc.

Read and understood by the **Recipient Scientist**

Signature... [Redacted] Date 12.11.2021  
Name (Printed) [Redacted] Title.....

**SCHEDULE 1**

**Description of the Device and Materials:**

