

EQUIPMENT LOAN AGREEMENT

between

Palacký University Olomouc

Faculty of Medicine and Dentistry

Institute of Molecular and Translational Medicine

Registered office: Hněvotínská 3, 779 00 Olomouc, the Czech Republic

Registration No.: 61989592, VAT No.: CZ61989592

Represented by: prof. Josef Zadražil, MD, Dean of the Faculty of Medicine and Dentistry

(The „Lender”)

and

University Hospital Southampton NHS Foundation Trust

Registered office: Southampton General Hospital, Tremona Road, Southampton, SO16 6YD, United

Kingdom

VAT No.: GB 654 9427 06

Represented by: [REDACTED]

(The Borrower”)

(Both the Lender and the Borrower are hereinafter referred to as the „Contracting Parties”)

Both Contracting Parties hereby declare that they have legal personality and that upon mutual consideration and agreement they have entered into this Equipment Loan Agreement (hereinafter referred to as the „Agreement”) on the day, month and year stated below:

I.

1. The Contracting Parties have agreed that the Lender hereby hands over 2 pieces of Turbo 14 – Turbo DECCS System, Medivac including accessories (hereinafter referred to as the „Equipment”) to the Borrower and undertakes to allow the Borrower to use the Equipment temporarily free of charge for the needs of the Borrower. The value of the equipment is 264,000 CZK without VAT
2. The Borrower shall use the Equipment in the NIHR Wellcome Trust Clinical Research Facility.

II.

1. The Lender declares that the borrowed Equipment is fit to be used appropriately and that its technical condition complies with the relevant standards and regulations. The Borrower accepts the borrowed Equipment.
2. The Equipment loan is free of charge, and the Borrower does not have the right to transfer the borrowed Equipment to any third party.
3. The Borrower undertakes to leave all labels, tags, serial numbers and similar markings on the borrowed Equipment.

4. The Borrower undertakes to inform the Lender of any damage to the Equipment without any undue delay upon learning such a damage.
5. The Lender shall provide all repairs and maintenance of the borrowed Equipment at their own cost.
6. If the Borrower breaks the terms of this Agreement, especially transferring the Equipment to any third party, the Lender is entitled to terminate this Agreement immediately by sending the termination notice to the Borrower.

III.

1. This Agreement is made for a fixed period ended on December 31, 2022.
2. The Lender may request the Equipment return before the end of the determined period of use if Borrower uses the Equipment in contradiction with the purposes specified herein.
3. The Borrower has a right to terminate this Agreement without stating any reason. The notice shall take effect by its delivery to the other Contracting Party.

IV.

1. This Agreement may be amended or supplemented only by an explicit written agreement signed by authorized representatives of both Contracting Parties and such an amendment must take the form of a numbered Annex.
2. Obligations under this Agreement shall be governed by the Law of the Belgium.
3. The Borrower agrees with publication of this Agreement and its elements of obligatory relationship due to the duties which come from valid and effective legal regulation, especially Act of the Czech Republic No. 340/2015 Coll. On Agreements Register as amended.
4. Any disputes between the Contracting Parties shall be resolved amicably and if no agreement is reached the disputes shall be resolved by the competent courts Brussels, Belgium.
5. The Contracting Parties hereby declare that they have read this Agreement before signing and that the Agreement has been concluded according to their true and free will, definitely, seriously and comprehensively. The Parties confirm the authenticity of this Agreement by their signatures.
6. This Agreement was executed in two original counterparts, and each Contracting Party shall receive one counterpart.
7. This Agreement becomes valid on the date it is signed by both Contracting Parties and become effective on the date it is published in the contract register.

In Olomouc on - 1 -02- 2022

In Southampton on 31st January 2022.

On behalf of Lender

On behalf of Borrower