AGREEMENT CONCERNING CO-FINANCED RESEARCH

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SCHEDULES

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Schedule 6:	Consideration
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AGREEMENT CONCERNING CO-FINANCED RESEARCH

was concluded today between

Paul-Hartmann AG Paul-Hartmann-Strasse 12 D-89522 Heidenheim Germany Company ID: HRB 661090 VAT Number: DE 145 566 683 (the "Company")

and

Masaryk University Faculty of Pharmacy Žerotínovo nám. 617/ 9, 601 77 Brno Czech Republic IN: 00216224 VAT ID: CZ00216224 Masaryk University is a public university (a legal entity) pursuant to Act No. 111/1998 Coll., as amended, and is not registered in the Commercial Register Represented by: prof. PharmDr. Mgr. David Vetchý, Ph.D.; Dean, Faculty of Pharmacy ("MUNI")

(individually the "Party" and collectively the "Parties")

1 DEFINITIONS

Agreement	This agreement with Schedules.
Background Knowledge	All knowledge irrespective of form or contents, which either partner provides to the other and which does not constitute Foreground Knowledge.

This

Budget	The budget relating to the Task/s prepared by MUNI and approved by the Company; see <u>Schedule 1</u> .	
Foreground Knowledge	All knowledge generated by the Company or MUNI in connection with the performance of the Task.	
Confidential Knowledge	Confidential Knowledge and information of a tech- nical, research or commercial nature, including, but not limited to, Background Knowledge, Foreground Knowledge, the Task Specification, biological rea- gents, drawings, documents, programmes, formu- las, methods, analysis results and other know-how received by the Parties in connection with the Task and where it has been set out in writing that the ma- terial is confidential or this otherwise appears from the circumstances.	
Effective Date	The day of publication in the Contracts Register in accordance with the Contracts Register Act estab- lished by the Czech law.	
Inventions	An innovation differing from prior art at the time of the creation thereof. In the Agreement, 'Invention' in- cludes creations which may potentially be protected under the "German Patents Act" (PatG) as well as creations which may potentially be protected under the "German Gebrauchsmustergesetz" (GebrMG).	
Task Specification	Specification of the services to be performed by MUNI.	
Task	The work to be performed by MUNI according to the Task Specification.	
Company's Background Knowledge	The Company's Knowledge, irrespective of form or contents, including knowledge relating to materials, equipment and products of which the Company must notify MUNI or provide to MUNI for the purpose of MUNI's performance of the Task.	

2 BACKGROUND

2.1 The Company carries on business within the area described in <u>Schedule 2</u>.

- 2.2 MUNI has developed special expertise in the area of pharmaceutical technology, specifically in drug dosing and drug delivery systems.
- 2.3 The Parties share a mutual interest in expanding their knowledge within their respective area of expertise set forth above by participating in this Project.

3 CONTENTS OF TASK

3.1 MUNI must perform the services contained in the Task Specification in <u>Schedule 3</u>.

4 PERFORMANCE OF TASK

- 4.1 According to agreement with the Company, MUNI has appointed the employees listed in <u>Sched-ule 4</u> to perform the Task according to the Task Specification.
- 4.2 MUNI will be entitled to replace an employee and/or let other employees participate in the performance of the Task if this does not cause inconvenience to the solution of the Task or result in significant delays of any specified time limits.
- 4.3 The Company has appointed the employees listed in <u>Schedule 5</u> to perform the Task together with the employees appointed by MUNI.

5 MUNI'S SERVICES

- 5.1 MUNI must perform the Task in accordance with good scientific practice and by applying the knowledge available in MUNI and the facilities available to MUNI.
- 5.2 MUNI must observe the time Schedule contained in the Task Specification (Schedule 3) for the performance and delivery of the work.
- 5.3 MUNI's Task is completed when MUNI has performed the services contained in the Task Specification.
- 5.4 MUNI gives no warranties and will incur no liability for achieving a particular result of the services co-financed by the Company.

6 COMPANY'S CONSIDERATION

- 6.1 For MUNI's services, the Company pays the consideration stated in <u>Schedule 6</u> to be invoiced on the stated payment dates.
- 6.2 If the approved Budget cannot be complied with and this is not due to MUNI's mistake or neglect, the Parties will jointly make a new assessment of the Task and the costs incidental to the completion of the Task. The Company will then decide whether to complete the work at a higher

price or discontinue the work as matters stand at that time. If the work is discontinued, the Company must pay the amounts stated until the date of termination to MUNI.

- 6.3 The time limit for the Company's payment is invoice month + 60 days.
- 6.4 On the basis of receipts, the Company reimburses agreed expenses of travels, materials and the like paid by MUNI in connection with the performance of the Task. The use of a private car is paid in accordance with the official rates of the Czech Republic Government.
- 6.5 In addition to payment for MUNI's services, the Company must contribute the Company's Background Knowledge. The Company's Background Knowledge is to be used only for the solution of the Task.

7 RIGHTS

- 7.1 MUNI maintains ownership of MUNI's Background Knowledge. The Company maintains ownership of the Company's Background Knowledge.
- 7.2 Foreground Knowledge shall be owned by the Party which has created such Foreground Knowledge.
- 7.3 Any Foreground Knowledge created jointly by the Parties shall be jointly owned by these Parties in proportion to their respective shares of intellectual and creative contribution. Any use of jointly owned Foreground Knowledge which is not licensed or transferred to the Company in accordance with <u>Section Chyba! Nenalezen zdroj odkazů.</u> shall require separate agreement between the Parties, unless otherwise provided for in this Agreement.
- 7.4 MUNI undertakes vis-à-vis the Company to impose on its employees to report service inventions in accordance with the provisions of the Czech Republic employee invention law. MUNI will notify the Company in writing of inventions related to the Foreground Knowledge immediately after an invention disclosure by the inventor(s).
- 7.5 During the term of the Project, the Parties shall grant each other on the basis of this contract a non-exclusive license to use each other's Background Knowledge and Foreground Knowledge for the purpose of the completion of the Project. The license is granted exclusively for such purpose and shall neither constitute a right to commercial exploitation of such Background Knowledge and Foreground Knowledge nor a right to issue sub-licenses to any third parties. The license is provided under the condition that such Party is able to grant such license.
- 7.6 MUNI is entitled to freely use the Foreground Knowledge within any scientific area in connection with MUNI's non-commercial research and educational activities. This implies that MUNI may continue to develop Foreground Knowledge to any extent, within any scientific area and without restrictions, regardless of any license or transfer of rights to the Company, cf. Section 8.1 and/or Section 8.2.

7.7 MUNI undertakes not to allow third parties to participate in the subject matter of the contract until they have assumed the obligations under this contract mutatis mutandis and, above all, have ensured the direct transfer of their rights to the results to MUNI as well as the corresponding observance of confidentiality obligations towards the contractual partners.

8 TRANSFER OF RIGHTS

- 8.1 Foreground Knowledge created by MUNI:
- 8.2 Concerning Foreground Knowledge consisting of patentable inventions/software created by MUNI within the Task Specification, MUNI shall make an offer in writing to the Company inviting it to enter into negotiations in good faith regarding a license or transfer within the Task Specification, on market conditions. If the Company rejects this offer or fails to reply within 42 calendar days of the date of the offer, the Rights Option shall lapse and MUNI is entitled to offer its rights to a third party.
- 8.3 If MUNI wishes to enter into agreement with a third party on terms which are considerably more advantageous than those offered by MUNI to the Company, MUNI shall be obligated to make an offer to the Company on the same terms offered to that third party. If the Company also rejects this offer or fails to reply within 14 calendar days of the date of the offer, the Company is not entitled to receive a new offer, regardless of the terms agreed on with such third party. Thus, MUNI shall be free to enter into an agreement with such third party.
- 8.4 Foreground Knowledge created jointly by the Parties:
- 8.4.1 Concerning Foreground Knowledge consisting of patentable inventions/software created jointly by HARTMANN and MUNI within the Task Specification, parties will conclude separate coowner agreement(s), where they set mutual rights and obligations to their co-owned Foreground Knowledge. MUNI shall make an offer in writing to the Company inviting it to enter into negotiations in good faith regarding such license or transfer on market conditions.
- 8.4.2 If the Parties initiate negotiations, cf. Section 8.4, but have failed to agree within 42 calendar days of the date of MUNI's offer to the Company, the Parties may bring the matter to a competent independent third party appointed by the Arbitration Court attached to the Czech Chamber of Commerce and the Agricultural Chamber of the Czech Republic who shall determine the terms and conditions for the Parties. The Company shall defray the costs hereof. The independent third party's decision is binding on MUNI and will determine the conditions of the license or purchase of the relevant jointly owned Foreground Knowledge. If the Company does not accept the terms and conditions set forth by the independent third party, MUNI is entitled to offer its rights to a third party.

9 RIGHTS TO FILE PATENTS ON FOREGROUND KNOWLEDGE

9.1 The right to file patent applications based on Foreground Knowledge belongs to the owner of the relevant Foreground Knowledge. The right to file patent applications based on jointly owned Foreground Knowledge belongs to the Parties jointly, unless otherwise agreed.

10 SUBCONTRACTORS

10.1 MUNI may engage third party subcontractors to exercise the rights or perform the obligations of MUNI under this Agreement provided that (i) MUNI shall remain fully liable for the performance of any of its obligations delegated to a subcontractor as if it had been MUNI performing the said obligations and (ii) the subcontractor undertakes in writing obligations of confidentiality regarding Confidential Information which are substantially the same as those undertaken by the Parties pursuant to clause 12 hereof.

11 TRANSFER OF AGREEMENT TO THIRD PARTIES

11.1 The rights and obligations under the Agreement cannot be transferred to a third party, except in case of a merger or demerger or a transfer to another company within the same group of owners or to a third party in connection with the transfer of the company's assets and liabilities, in whole or in part, to such company or third party, all of the foregoing being subject to the Parties' performance of the Agreement not being affected thereby.

12 COMPLIANCE

- 12.1 As stipulated in the Company's Code of Conduct, the Company takes compliance with laws, ethical standards and applicable industry codes very seriously. Company promotes its values and expectations both in its own activities and in its relationships with its business partners. MUNI, as well as third parties engaged by MUNI in the Task ("Third Parties"), assures that it, as well as any Third Parties, complies and will comply with all applicable anti-corruption, competition and antitrust laws and regulations and regulatory requirements.
- 12.2 MUNI and Company confirm that the engagement of MUNI is (i) solely based on appropriate grounds, such as scientific expertise and professional qualification to perform the Task, and (ii) is not linked to any past, present or future expectation to promote, purchase, lease, recommend, prescribe, use, supply any product of Company.
- 12.3 MUNI undertakes not to grant, itself or through third parties, any payments, gifts, improper entertainment or other improper advantages to healthcare organisations, their employees, doctors or patients in connection with the implementation of this Agreement.
- 12.4 Without prejudice to the rights under this Agreement and any other rights to which Company may be entitled, Company is entitled to terminate this Agreement without notice and with immediate effect if MUNI or Third Parties violate any provision of this Section 12.

13 CONFIDENTIALITY

- 13.1 The Parties are obligated to keep confidential any Confidential Knowledge received before, during or in connection with the Task to the effect that no Confidential Knowledge will be disclosed or be in danger of being disclosed to a third party, whether in whole or in part or directly or indirectly in any way or at any time. The Parties must ensure that the same duty of confidentiality as that imposed on the Parties is imposed on the individuals involved in the Task.
- 13.2 The duty of confidentiality under this clause will not extend to Confidential Knowledge which:
 - (a) was legally in the public domain or otherwise legally accessible to the public at the time of or after the Party's receipt;
 - (b) was already lawfully in the receiving Party's possession at the time of receipt, without being subject to confidentiality restrictions of any kind;
 - (c) has been received from a third party who can be proved to have appeared to be entitled to disclose the information;
 - (d) has been developed by the receiving Party independently of the Task;
 - (e) is or will be covered by acts or executive orders, public law decisions, judgments, orders, etc., which require the receiving Party to disclose the information in whole or in part.
- 13.3 Within 10 days after receiving information which the receiving Party believes or has reason to believe is covered by clause 13.2 of this Agreement, the receiving Party must give written notice to the disclosing Party. In case of disagreement between the Parties, it is for the receiving Party to prove that the received material is fully covered by clause 13.2.
- 13.4 The duty of confidentiality under this clause will cease to apply three (3) years after the end of the Agreement.
- 13.5 Regardless of whether (i) information is covered by the exceptions provided in clause 13.2 of this Agreement or (ii) the duty of confidentiality has ceased to apply, see clause 13.4 of this Agreement, the receiving Party is not entitled to use the received material contrary to other (including intellectual property) provisions and agreements between the Parties.

14 PUBLICATION

- 14.1 Joint publications between MUNI and the Company are expected. The Company is free to utilize MUNI's final reports for internal and regulatory purposes.
- 14.2 If the Company publishes MUNI's final report, the Company must credit MUNI unless MUNI gives written notice that it waives being credited.

- 14.3 The Company is not entitled to refer directly or indirectly to MUNI or MUNI's employees in connection with the marketing of the Company or the Company's products or otherwise exploit MUNI's name for commercial purposes without the approval of MUNI.
- 14.4 Each Party is entitled to publish its own Foreground Knowledge. No Party may publish Foreground Knowledge which is owned by another Party. Foreground Knowledge which is jointly owned by the Parties may be published by MUNI, if the other Party does not wish to participate in the publication.
- 14.5 Prior to any intended publication of Foreground Knowledge, a Party must notify the other Party hereof and submit a copy of the draft intended for publication to the other Party. For a time period not to exceed 30 calendar days after receipt thereof, the other Party can request that the publication be postponed for up to 90 calendar days after the receipt of the draft, provided that such Party can substantiate that the postponement is essential to avoid obstructing such Party's possibility of applying for intellectual property protection of its Foreground Knowledge. After expiry of the above time period, a Party can no longer request postponement of the publication.
- 14.6 The Parties' right to publish Foreground Knowledge is at all times subject to the duty of confidentiality as set forth in section 13. Notwithstanding Section 13 and this Section 14, MUNI is at all times and without prior written consent of the other Party entitled to publish the title of the Project as well as information pertaining to the participants in the Project and the amount of private co-funding of the Project.

15 LIABILITY

- 15.1 MUNI will incur no liability for achieving a particular result of the services commissioned by the Company; see clause 5.4. MUNI will only be liable in damages for defects in MUNI's performance of the Task and late delivery of agreed services if such defect or late delivery is due to MUNI's grossly negligent or intentional acts or grossly negligent or intentional omissions.
- 15.2 MUNI will not be liable in damages for any non-compliance with its obligations under the Agreement if such non-compliance is due to force majeure as set out in clause 16.2
- 15.3 MUNI's liability in damages under clause 15.1 is subject to the limitations set out in clauses 15.4 and 15.5.
- 15.4 Except for the non-compliance with the duty of confidentiality under clause 13, The Parties liability is limited to direct losses, and a Party cannot be held liable for the other Party's consequential losses, such as losses due to disruption of production and other business interruption, loss of business/profits or other indirect damage or losses.
- 15.5 The Parties total liability is capped at the amount received by MUNI from the Company for its services under the Agreement.

16 BREACH

- 16.1 In case of a Party's material or repeated breach of its obligations under the Agreement, the other Party will be entitled to terminate the Agreement for breach if notice has been given of such breach to the breaching Party with a request to remedy the breach within 14 days and such remedy has been done before the expiry of the deadline.
- 16.2 If MUNI is prevented from performing its obligations under the Agreement as a result of extraordinary external factors which MUNI could not have foreseen at the conclusion of the Agreement (force majeure), this will not be deemed to constitute breach.
- 16.3 In case a majority of the employees listed in <u>Schedule 4</u> leaves their positions with MUNI, dies or is incapacitated for work for a long period, this will not be deemed to constitute breach either.
- 16.4 If the Company terminates the Agreement for breach, the Company will be entitled to claim damages for the losses caused by the breach in accordance with clause 15. Furthermore, the Company owns the rights, title and interest (including all intellectual property) in and to the Foreground Knowledge including inventions generated in connection with the performance of the Task. If MUNI terminates the Agreement for breach, MUNI's claim for damages will be calculated at the amount to which MUNI will be entitled at the Company's termination of the Agreement in accordance with clause 17.1.

17 TERMINATION

- 17.1 The Company is entitled to terminate the Agreement, which takes effect on the Effective Date, at any time subject to one (1) month's notice against payment of the entire consideration stated in <u>clause 6.1</u> less the amount saved by MUNI as a result of the termination.
- 17.2 On termination of the Agreement, the Company only owns the rights, title and interest (including all intellectual property) in and to the Foreground Knowledge prepared by MUNI up to such time.

18 OBLIGATIONS AFTER TERMINATION OF AGREEMENT

- 18.1 MUNI's obligations under clause 13 concerning confidentiality also apply after the termination of the Agreement unless the Company has given written notice that it waives its right to confidentiality.
- 18.2 On termination of the Agreement and at the Company's written request to that effect, MUNI must return the Company's Background Knowledge received in physical form.

19 NOTICES

19.1 Notices concerning this Agreement must be sent to the other Party to the addresses stated in <u>Schedule 7</u>.

20 GOVERNING LAW AND JURISDICTION

- 20.1 This Agreement shall be governed by and construed in accordance with the laws of the defending party without regard to principles of conflicts of laws. For all disputes arising out of or in connection with this agreement, the courts competent for the defending parties place of business in, shall have exclusive jurisdiction.
- 20.2 If any provision of this Agreement shall finally be determined to be or become unlawful or invalid, such provision shall be deemed severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect, and in substitution for any such provision held unlawful or invalid, there shall be substituted a provision of similar import reflecting the original intent of the Parties hereto to the extent permissible under law.

21 FINAL PROVISION

- 21.1 This Agreement is concluded for a definite period of time until December 31, 2023.
- 21.2 This Agreement comes into force on the date of its signing by the last Party and becomes effective on the date of its publication in the Contracts Register under Act No. 340/2015 Coll., on special conditions of the effectiveness of some contracts, publication of these contracts and register of contracts (the Contracts Register Act).
- 21.3 The Parties take into account that in order for this Agreement to become effective, it has to be published in the Contracts Register in accordance with the Contracts Register Act, and they agree with publication. MUNI shall submit the Agreement to the Contracts Register immediately after its signing.
- 21.4 This Agreement has been prepared in two copies with the validity of an original, from which the Company shall receive one copy and MUNI shall receive one copy.
- 21.5 Supplements to this Agreement and any amendments thereto can be made only in the form of written and numbered appendices, signed by both Parties.

Place: Brno Date: 8.9.2022

For MUNI:

XXX

prof. PharmDr. Mgr. David Vetchý, Ph.D. Dean, Faculty of Pharmacy

Heidenheim

Heidenheim

i.V.

7/9/2022 | 09:51 MESZ

PAUL HARTMANN AG:

7/9/2022 | 10:51 MESZ

For PAUL HARTMANN AG: ppa.

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SCHEDULE 1 – BUDGET

The Company will contribute 112 279 EUR to the co-financed collaborative research.

Consumables Analytical cost (set-up fee) ndirect costs	
Consumables Analytical cost (set-up fee)	
Calarico	34,691 EUR
Galariou	2.028 EUR
Calarico	11.720 EUR
Salaries	63.840 EUR

Plus:

Analytical cost (per sample measured)	80 EUR per sample

Exchange rate as of August 4, 2022 according to Czech National Bank: 24,650 CZK/EUR

SCHEDULE 2 – COMPANY'S BUSINESS AREA

PAUL HARTMANN AG has several business areas in which it is active. Most relevant to this collaboration is the wound care business. The Company produces, markets and distributes a wide variety of products typically utilized to care for wounds, underlying diseases (such as compression therapy for venous hypertension), and wound dressings ranging from "traditional" dressings to highly sophisticated dressings with multiple functions.

In addition, the Company is active in the fields of Incontinence, Risk Prevention, Skin Care, Homecare, Compression Therapy and other minor activities.

SCHEDULE 3 – TASK SPECIFICATION

1. Task

The Company is exploring ways to deliver atorvastatin topically to different types of wounds. For this, controlled drug release systems are needed. These should ideally:

- allow delivery of the drug over 3 days, possibly 4 days at doses sufficient to induce "pleotropic" statin effects in the wound environment
- can consist of one or more delivery systems/components to tailor the release kinetic over time
- are modular e.g. a powder type to allow mixing with other dressing materials
- do not contain water in order to permit sterilization by different means

Masaryk University will support the Company with their expertise in formulation technologies. This includes reviews of existing technologies that can be employed (literature reviews), gap analysis of current knowledge, creation of experimental plans to test release rates of selected materials for topical drug delivery systems and experimental verification.

Key questions are the release rate of atorvastatin from the drug release system, the partition into a synthetic "wound fluid" (adult bovine serum (1) diluted to 60% (v/v) with Ringer's solution: 147 mM Na⁺, 4 mM K⁺, 2.25 mM Ca²⁺, 155,7 mM Cl⁻ (2)) to give a solution reflecting the albumin content of human wound fluids as reported by Stacey (3), and the partition to connective tissue such as porcine dermis and adipose tissue.

Standard test systems and settings for drug release studies will be used. The Masaryk University will establish the required analytical methods or source the service from other departments at the university after having obtained written approval of the cost and conditions by the Company. The resulting cost will be billed to the Company as "pass through cost".

As he exact details and scope of the work packages cannot be defined at this stage, both parties will have frequent meetings/video conferences to discuss results obtained and planned experiments. Should it become clear that the resources provided do not cover the required work plans, MUNI will inform the Company and both Parties will agree on increasing the budget (Schedule 1) or reducing the work packages (Schdule 3).

In addition, MUNI will provide training of the Company staff mentioned in Schedule 5 on drug delivery technologies and adjacent topics to an extend as is provided to pharmacy students at the University (competence building).

2. Performance of Task

In addition to the technical part, the performance of the Task will include one or more activities among other things, e.g. the following:

- Management and documentation
- Financial and time management
- Delegation of work
- Conduct of status meetings and preparation of monthly short status reports and comprehensive final report for the quantification of the defined biomarkers and the proteome analysis of the second work package

3. Time Schedule

The Task starts after signature of the agreement and is expected to be completed 31.12.2023 at the latest. Should this be impossible, both parties will enter negotiations to prolong the agreement.

4. Equipment

The required equipment is present and functional at MUNI.

Literature:

- 1. Smuts MP, de Bruyn S, Thompson PN, Holm DE. Serum albumin concentration of donor cows as an indicator of developmental competence of oocytes. Theriogenology. 2019;125:184–92.
- 2. Kees MG, Schlotterbeck H, Passemard R, Pottecher T, Diemunsch P. Le soluté de Ringer : un standard «isotonique» discutable. Ann Fr Anesth Réanimation. 2005;24:653–5.
- 3. Stacey MC, Phillips SA, Farrokhyar F, Swaine JM. Evaluation of wound fluid biomarkers to determine healing in adults with venous leg ulcers: A prospective study. Wound Repair Regen. 2019;27:509–18.

SCHEDULE 4 – MUNI'S EMPLOYEES

Prof. Pharm Dr. Mgr. David Vetchý, Ph.D. Dean, Faculty of Pharmacy Head, Department of Pharmaceutical Technology Palackého třída 1946/1 612 00 Brno Czech Republic vetchyd@pharm.muni.cz

XXX Assistant professor Faculty of Pharmacy Department of Pharmaceutical Technology Palackého třída 1946/1 612 00 Brno Czech Republic XXX

XXX Researcher Faculty of Pharmacy Department of Pharmaceutical Technology Palackého třída 1946/1 612 00 Brno Czech Republic XXX

SCHEDULE 5 - COMPANY'S EMPLOYEES

XXX PAUL HARTMANN AG Medical Competence Center Paul Hartmann Strasse 12 D-89522 Heidenheim Germany XXX

XXX PAUL HARTMANN AG Translational scientist manager Paul Hartmann Strasse 12 D-89522 Heidenheim Germany XXX

SCHEDULE 6 – CONSIDERATION

1. Consideration

The Company pays MUNI exclusive of VAT for MUNI's work on the solution of the Task.

2. Payment dates

MUNI invoices the Company for the work on [a monthly basis]/[the following dates]:

DATE	Amount
On completion and publication of the contract	50.000 EUR
01.12.2022	45.000 EUR
On receipt and approval of the final report (expected before termination of	17.279 EUR
the contract, 31.12.2023)	

SCHEDULE 7 – NOTICES

MUNI

Prof. Pharm Dr. Mgr. David Vetchý, Ph.D. Dean, Faculty of Pharmacy Head, Department of Pharmaceutical Technology Palackého třída 1946/1 612 00 Brno Czech Republic vetchyd@pharm.muni.cz

Company

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