

PARTNERSHIP AGREEMENT No. _____

The Partnership Agreement ("Agreement") is entered into between

INSTITUTE OF ORGANIC CHEMISTRY AND BIOCHEMISTRY OF THE CAS (Ústav organické chemie a biochemie AV ČR, v.v.i.) (hereinafter "**Beneficiary**" or "**IOCB**"), with VAT No.: CZ61388963 and Registered Office at Flemingovo namesti 542/2, 16610, Praha 6, Czech Republic, represented by Dr. Zdenek Hostomsky, its Director;

AND

THE CALIFORNIA INSTITUTE OF TECHNOLOGY, (hereinafter the "**Partner Institution**" or "**CALTECH**") with registered office at 1200 East California Boulevard (M/C 273-6), Pasadena, CA 91125, United States of America, represented by [REDACTED]

(collectively referred to as the "**Parties**" or individually as the "**Party**")

Mutually recognize their legal capacity to sign the present Agreement.

WHEREAS

FIRST. The European Commission represented by the Research Executive Agency (hereinafter referred to as "**REA**") and Beneficiary have signed a Grant Agreement 883987 (hereinafter referred to as the "**Grant Agreement**"), by means of which Beneficiary has been granted a Marie Curie International Outgoing Fellowship for the implementation of a project entitled [REDACTED] the acronym of which is [REDACTED] (hereinafter referred to as the "**Project**").

SECOND. [REDACTED] is the researcher (hereinafter referred to as the "**Researcher**") who has been recruited and employed by Beneficiary to benefit from the research training activities of the Project, who shall carry out its research activities in two phases:

Phase one [REDACTED] Secondment Period, as defined below; and
Phase two [REDACTED] Re-integration Period, as defined below.

THIRD. The California Institute of Technology has been appointed as the Partner Institution during the Secondment Period.

NOW THEREFORE, IN CONSIDERATION of the mutual terms and conditions, the Parties agree as follows:

Partner Institution: means the member to the Partnership Agreement located in a third country or which is an international Organization, being The California Institute of Technology,

Researcher: [REDACTED]

Beneficiary: the Party to this Partnership Agreement which has signed a separate agreement 883987 with the European Commission (REA) with respect to its participation in the Project, (i.e. Institute of Organic Chemistry and Biochemistry of the CAS).

Grant Agreement: means the agreement between the Beneficiary and the European Commission (REA) number 883987 in relation to the Project [REDACTED]

Secondment Period: [REDACTED]
[REDACTED]

Re-integration Period: [REDACTED]
[REDACTED]

Project: [REDACTED]

1. General Conditions

The Parties agree that the Researcher is expected to work and participate only on the Project during the Secondment Period and Partner Institution will not assign Researcher to any other research project during that period. This requirement is not intended to restrict the Researcher from interacting with the research community in the normal course of scientific discourse and exchange. The Researcher shall not receive for activities carried out within the Project any other income than the income received from the Beneficiary or the Partner Institution. The Partner Institution will designate the scientist [REDACTED] (“**Supervising Scientist**”), to supervise the research training activities of the Researcher during the Secondment Period.

Unless otherwise agreed in writing, the parties shall be bound mutatis mutandis by the terms and conditions of the Grant Agreement including Annex 1, except that Partner Institution shall not be bound by the provisions of the Grant Agreement, which recognizably only apply to the contractual relationship between the Beneficiary and REA. The Partner Institution declares that it understands the conditions of the Grant Agreement and undertakes to respect it.

To the extent legally able and practicable and upon reasonable request, the Partner Institution undertakes to provide to the Beneficiary all information and documents/deliverables requested by the Beneficiary which the Beneficiary will need to provide to REA under the Grant Agreement, namely within submission of deliverables and presentation of the reports to REA [REDACTED]. The Partner Institution also undertakes to keep within the period and in the quality stated in Article 18 of the Grant Agreement reports and other supporting documentation in order to prove the proper implementation of the action and eligible costs.

2. Infrastructure Facilities and Equipment

The Partner Institution will provide and make available to the Researcher as necessary throughout the Secondment Period its infrastructure, equipment, and products necessary for implementing the Project in the scientific and technical fields concerned.

The Partner Institution will provide the Researcher throughout the Secondment Period, the same standards of safety and occupational health as those awarded to local postdoctoral researchers holding a similar position.

The Partner Institution will provide throughout the Secondment Period reasonable assistance to the Researcher in all administrative procedures required by the Beneficiary’s relevant authorities, as well as in all administrative procedures, such as visas, work permission required by the relevant authorities of the Partner Institution.

3. Funding

The Beneficiary shall pay all costs associated with Researcher's affiliation with the Partner

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Invoices shall be sent to the following address:

Institute of Organic Chemistry and Biochemistry of the CAS
Flemingovo namesti 542/2
16610, Praha 6
VAT: CZ61388963

Payment shall be made within [REDACTED] days of receipt of the invoice via electronic funds transfer to the following account:

[REDACTED]

Bank charges shall be paid by the Party where these charges were generated.

To the extent consistent with institutional practices, the Partner Institution shall send to the Beneficiary all the supporting documentation on scientific and technical implementation of the Project, as reasonably requested by Beneficiary, that is required by European Commission for

reporting and auditing according to the Grant Agreement within 30 days from the end of the Secondment period.

4. Patents and Inventions

Both IOCB and CALTECH shall remain owners of any Background IP they had in their ownership as of the day of initiation of the Project.

As regards the results and Inventions (any invention or discovery that is or may be patentable) generated during the Project (collectively, Foreground IP), all results and Inventions created by the Researcher individually, without participation of CALTECH employees or use of CALTECH facilities, resources or funds shall be the property of IOCB. However, when the results and Inventions are generated jointly by the Researcher and CALTECH employees or by the Researcher using CALTECH facilities, resources or funds, there shall be joint ownership of those results and Inventions between IOCB and CALTECH. Ownership interests in results shall correspond to the extent of participation on the results and in any jointly owned Inventions, each Party will have an undivided ownership interest in such Invention. In this case, the Parties have to agree amongst themselves upon arrangements for applying for, obtaining and/or maintaining such right on a case-by-case basis. The same shall apply for use and licensing such right. In the case of licensing to third parties, appropriate sharing of revenues, after accounting for any incurred patent costs by either party, will be specified in an inter-institutional agreement to be negotiated by Caltech and IOCB.

Access rights to results and use of Inventions for internal research activities shall be granted on a royalty-free basis to each of the Parties and to not-for-profit institutions.

Notwithstanding the above, the Parties agree to respect the provisions of the Grant Agreement concerning disposition with the Results, namely provisions of Article 27 (Protection of Results), Article 28 (Exploitation of Results), Article 29 (Dissemination of Results – Open Access - Visibility of EU Funding), Article 30 (Transfer and Licensing of Results) and Article 31 (Access Rights to Results).

5. Confidentiality

During the course of this Partnership Agreement, both Parties agree that a primary reason for the Researcher's presence at the Institute is the fluid interaction between the Researcher and the Institute research community. As such, it is the intention of the Parties that the majority of the interaction involve the sharing of data that are not confidential to either Party.

Nevertheless, during the course of this Partnership Agreement, either Party may elect to provide the other with certain information or material which it considers proprietary and which it wishes to be held in confidence. In this case, the Party disclosing the information shall indicate its confidentiality at the time of disclosure and shall further reduce the information to writing within [REDACTED] days marking it as "confidential," hereinafter referred to as "**Confidential Information**." Except as required by law, the receiving Party will receive and hold such "Confidential Information" in confidence to the same degree of care that recipient uses with its own information of like kind to prevent its disclosure to third parties. This obligation will continue in effect for [REDACTED] years after expiration or termination of the Partnership Agreement.

"Confidential Information" shall not include that which: (1) is now public knowledge or subsequently becomes such through no breach of this Partnership Agreement; (2) is rightfully in the other Party's possession prior to disclosure as shown by its written records; (3) is rightfully disclosed to the receiving Party by a third party; (4) is independently developed by or for the recipient without use of "Confidential Information" received from the disclosing Party, or (5) is required to be disclosed by applicable law.

6. Rights in Data and Publications

Partner Institution will have the right to copyright, publish, disclose, disseminate and use, in whole and in part, any data and information that is: (a) generated by Partner Institution under this Partnership Agreement, or (b) received that is not Beneficiary's "Confidential Information."

Beneficiary and Partner Institution will have the right to copyright, publish, disclose, disseminate and use, in whole and in part, any data and information first created by: (a) the Researcher or jointly by the Parties, and (b) directly generated in the performance of the Project under this Partnership Agreement ("**Foreground Copyrightable Works**").

If a joint publication is mutually desired, each Party agrees to recognize the contributions of the other in accordance with standard scientific conventions and will advise the other Party of any review needed within its own organization prior to publication. Such review may include a comment period, and/or a review for inadvertent disclosure of "Confidential Information" of up to [REDACTED] days in length but no later than simultaneously with submission for publication. Either Party may request that publication be delayed up to an additional [REDACTED] days or such longer period as may be mutually agreed to allow a patent application to be filed. No other approval of the publication shall be permitted.

All publications or any other dissemination relating to the results of the Project shall display the EU emblem and include the following statement: "This project has received funding from the European Union's Horizon 2020 research and innovation programme under the Marie Skłodowska-Curie grant agreement No. 883987."

Applications for protection of results (including patent applications) shall include following statement: "The project leading to this application has received funding from the European Union's Horizon 2020 research and innovation programme under the Marie-Sklodowska Curie Grant Agreement No. 883987."

7. Publicity

Neither Party will use the name, trade name, trademark or other designation of the other Party in connection with any products, promotion, or advertising, without the prior written permission of the other Party. The Beneficiary and Partner Institution may use the name of the other in factual statements regarding the status of the Researcher.

8. Period of Coverage and Termination

This Partnership Agreement shall be in effect during the Secondment Period. The duration of the Project shall be from the August 1, 2021 and continue through July 31, 2023, unless extended by mutual written agreement between the Beneficiary and Partner Institution.

9. Notices

When any notices are sent related to this Partnership Agreement, they shall be in writing, and mailed via first class airmail, or by email to the following addresses:

Partner Institution:
Office of Sponsored Research
California Institute of Technology
1200 East California Blvd (M/C 273-6)
Pasadena, California 91125
USA
ATTN: [REDACTED]

Email: [REDACTED]

Beneficiary:

Planning and Budget Section
Institute of Organic Chemistry and Biochemistry of the CAS
Flemingovo namesti 2
CZ-16610 Prague 6
Czech Republic
ATTN: [REDACTED]
Email: [REDACTED]

10. Insurance

The Partner Institution will provide throughout the Secondment Period reasonable assistance to the Researcher in obtaining appropriate health insurance as is available to other of Partner Institutions employees of similar status.

The Parties shall each maintain a policy or program of insurance or self- insurance at levels sufficient to satisfy the obligations under this Partnership Agreement. The amount of coverage shall not be construed as creating a limit on the Parties' indemnification obligations assumed herein.

11. Indemnification

Beneficiary shall defend, indemnify, and hold Partnership Institution, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Partnership Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Beneficiary, its officers, agents, or employees.

Partnership Institution shall defend, indemnify, and hold Beneficiary, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Partnership Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Partnership Institution, its officers, agents, or employees.

In respect of any information or materials (incl. research results and background intellectual property) supplied by one party to another within exercise of the project under this Partnership Agreement, no warranty or representation of any kind is made, given or implied as to the sufficiency or fitness for purpose nor as to the absence of any infringement of any proprietary rights of third parties.

Therefore, to the extent permitted by law, and unless such liability is caused by or result from the disclosing party's gross negligence or willful misconduct,

- the recipient party shall in all cases be entirely and solely liable for the use to which it puts such information and materials, and
- no party granting access rights shall be liable in case of infringement of proprietary rights of a third party resulting from any other party (or its Affiliated Entities) exercising its access rights.

Notwithstanding the above, in case REA identifies any material breach of the Grant Agreement which is solely attributable to the Partner Institution, the Partner Institution shall cooperate with the Beneficiary and provide to Beneficiary with all information and documents necessary to cure such material breach of the Grant Agreement, otherwise the Partner Institution shall be

liable for any damage or sanctions imposed by REA on the Beneficiary to the extent permitted by applicable law, and shall indemnify the Beneficiary in this regard.

Neither Party shall be in breach of this Partnership Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Partnership Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected Party shall be entitled to a reasonable extension of the time for performing such obligations.

12. General

This Partnership Agreement together with any documents referred to in it constitute the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to the Project.

Each Party acknowledges that in entering into this Partnership Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Partnership Agreement.

No variation of this Partnership Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

This Partnership Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

Nothing in this Partnership Agreement shall be deemed to create a partnership, joint venture or agency relationship between the Parties hereto.

Neither the rights nor the obligations of the Parties under this Partnership Agreement may be assigned or delegated, in whole or in part, without the prior written consent of the other Party.

The regime of this Agreement concerning governing law and dispute resolution shall be the same as the regime stated in Article 57 of the Grant Agreement.

**INSTITUTE OF ORGANIC CHEMISTRY
AND BIOCHEMISTRY OF THE CAS
(Beneficiary):**

Authorized
Signature: _____

Authorized Beneficiary Representative
Name: Dr. Zdenek Hostomsky

Title: Director

Date: 29 JULY 2021

**CALIFORNIA INSTITUTE OF
TECHNOLOGY:**

Signature: _____

Name: _____

Title: Senior Director for Research

Administration

Date: 23-July-2021

**Read and Understood
Researcher:**

Signature: _____

Name: _____

Title: Principal Investigator

Date: 23/07/2021