INTER-INSTITUTIONAL AGREEMENT

This Inter-Institutional Agreement (“**Agreement**”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_\_, 2022 (“**Effective Date**”), by and between Lead Institution and Other Institution identified below in the Transaction Terms. Lead Institution and Other Institution may hereinafter be referred to individually as a “Party” and collectively as the “Parties”.

The Parties hereby agree as follows:

**Part 1 – Transaction Terms**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **“Lead Institution”** or **“JHU”**  The Johns Hopkins University  *3400 N. Charles Street*  *Baltimore, MD 21218, USA*  **For Notice:** Johns Hopkins Technology Ventures  1812 Ashland Avenue, Suite 110  Baltimore, MD 21205  **ATTN**: Executive Director, Technology Transfer  **Email**: xxxxxxxxxxxxxxxxxxxxxxxxxx | | | **“Other Institution”** or **“IMCAS”**  Institute of Microbiology, Czech Academy of Sciences, v.v.i **IMCAS”)**  *Videnska 1083*  *142 20 Prague 4-Krc, Czech Republic*  **For Notice**:  **ATTN**: Director of the Institute  **Email**: xxxxxxxxxxxxxxxxxxxxxxx | |
| *Patent Rights* | *Internal Reference No.* | *Serial No. (Date of Filing)* | *Title* | *Inventors (including employer at time of invention)* |
| XXXXXX | XXXXXXXXXXXX  XXXXX\_\_  XXXXXXXXXXXXXXXXXXXXX  \_XXXXXXX  XXXXXXXXXXXXXXXXXX  \_\_XXXXXXXXX  XXXXXXXXXXXXX  XXX\_\_XXXXX  XXXXXXXXXXXX  \_XXXXX\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  XXXXXXXXXXXXXXXXX  \_XXXXXXXXXXXXXX  XXXXXXXXX  XXXX\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  XXXXXXXXXXXX  XXXX | XXXXXXXXXX  XXXXXXXXXXX  XXXXXXXXXXXX  XXXXXXXXXXXX  XXXXXXXXXXXXX  XXXXXXXXXXX  XXXXXX | XXXXXXX  XXXXX  XXXXXX  XXXX  XXXXXXXXXXXXX XXX  XXXXXXXXXX  XXXXX  XXXXXXXX  XXXXXXX  XXXXXXXXXXX XXXXXXX  XXXXXXXXX XXXXXXXXXX |
| *Share of Net Consideration* | **JHU**: XXXXX  **IMCAS**: XXXXXX | | | |
| *Share of Patent Expenses* | **JHU**: XXXXXXXX  **IMCAS**: XXXXX | | | |
| *Patent Expense Notice Level* | N/A | | | |
| *Consequences of Withdrawal* | N/A | | | |
| *Past Patent Expenses* | As of XXXXXXXXXXX, JHU incurred Patent Expenses in a total amount of XXXXXXXX  Of those total Patent Expenses XXXXXXXXXXXXXX. under their Option Agreement reimbursed JHU for XXXXXXXXXXX.  The remaining amount of current unreimbursed Patent Expenses by JHU as of XXXXXXXXXXXXXXX is X  For clarity, this amount of incurred Patent Expenses is an estimate that is subject to change. | | | |
|  |  | | | |
| *Past License Consideration* | XXXXXXXXXXXXXX | | | |
| *Administration Fee* | XXXXXXXXXXXXXX | | | |
| *Third-Party Interests* | XXXXXXXXX | | | |
| *Option Agreement* | JHU entered into an Option Agreement to Patent Rights with PXXXXXXXXXX XXXXXXXXXX., identified as XXXXXXXXXXXXXXX, that went into effect on XX XXXXXXXXXXXXXXX from its effective date. | | | |
| *Notes of Interest* | JHU and IMCAS are entering into this IIA to allow IMCAS to share in the License Consideration received from the commercialization of the Invention because IMCAS shared research concepts and materials with JHU XXXXXXXXXXXXXXX) and JHU used the research concepts and the materials to create the Invention. As XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX JHU and IMCAS nevertheless enter into this Agreement to further endeavor commercialization of the Invention. | | | |

**Part 2 – General Terms**

**1. Definitions.** The following capitalized terms have the meanings set forth below.

1.1 “Administration Fee” means the fee retained by Lead Institution as consideration for acting as lead under this Agreement. The amount of the Administration Fee, if any, is calculated as a percentage of License Consideration after subtracting Patent Expenses reimbursed therefrom.

1.2 “License Agreement” means any agreement entered into by Lead Institution on behalf of both Lead Institution and the Other Institution granting Licensee the right to make, use, offer to sell and/or sell products or services covered by Patent Rights, or any agreement granting an option for such a license.

1.3 “License Consideration” means collectively all money and other items of value (excluding research grants), including up-front license fees (whether cash, equity, or other consideration), annual maintenance fees, Past License Consideration, patent expense reimbursements, milestone fees, minimum royalties, earned royalties, and other consideration received from a Licensee or its sublicensees, or otherwise received on account of licensing or optioning the Patent Rights.

1.4 “Licensee” means a third party who has been granted an interest in the Patent Rights pursuant to a License Agreement with Lead Institution.

1.5 “Net Consideration” means the License Consideration less the Administration Fee and unreimbursed Patent Expenses paid by the Parties.

1.6 “Patent Expenses” means all reasonable, out-of-pocket expenses incurred relating to the preparation, filing, prosecution, maintenance or defense of Patent Rights, both past and future. For avoidance of doubt, the salaries and costs of each Party’s technology transfer office or legal affairs office are not included as out-of-pocket expenses for purposes of calculating the Patent Expenses.

1.7 “Patent Rights” means worldwide rights to the inventions described and claimed in the patents and patent applications identified as Patent Rights in the Transaction Terms; reissues, reexaminations, renewals, extensions, divisionals, continuations (including continuations-in-part (CIPs) only to the extent that the claims in such CIPs are entitled to the priority date of, and fully supported by, another patent or application in the Patent Rights) of the foregoing; and any foreign counterparts and any other forms of protection directed to the inventions covered by the patents and patent applications identified as Patent Rights in the Transaction Terms.

1.8 “Share of Net Consideration” means the respective percentage of Net Consideration allocated to each Party and as set forth in the Transaction Terms.

1.9 “Share of Patent Expenses” means the respective responsibility for Patent Expenses as allocated to each Party and as set forth in the Transaction Terms.

1.10 “Third-Party Interests” means rights of research sponsors (other than the U.S. government) or other third parties in the Patent Rights or in the proceeds of licensing the Patent Rights, other than inventors’ interest under the Parties’ intellectual property policies. The Third-Party Interests, if any, are identified in the Transaction Terms.

**2. Patent Prosecution and Protection**

2.1 Authority to File Patents. The Lead Institution shall have the responsibility and authority to take all reasonable actions necessary and appropriate to seek patent protection for the Patent Rights in accordance with the terms of the Agreement. The Lead Institution may not delegate this authority to a Licensee, unless stated otherwise in Exhibit A or unless such delegation is approved by the Other Institution for a particular Licensee (or deemed approved in accordance with Paragraph 3.3). Although the Lead Institution shall have the ultimate decision authority in these matters, the Lead Institution shall use reasonable efforts to keep the Other Institution reasonably informed as to all material matters relevant to the patent prosecution process and decision matters, and the Lead Institution shall give due consideration to any recommendations made by the Other Institution concerning the patent prosecution matters. Lead Institution will provide, or direct outside patent counsel to provide, Other Institution with all serial numbers and filing dates, together with copies of all applications in the Patent Rights and patents that issue from the Patent Rights, including copies of all office actions, responses and all other communications from the U.S. Patent and Trademark Office and the patent offices in any other jurisdictions.

2.2 Foreign Patent Prosecution. In instances where there is no commitment from a Licensee to reimburse Patent Expenses, Lead Institution shall consult with the Other Institution regarding foreign filings reasonably in advance of the filing deadline. If the Other Institution is not willing to support its Share of Patent Expenses for any such foreign filing, it shall so notify the Lead Institution in writing and the consequences stated under Paragraph 2.4 will apply.

2.3 Abandonment of Patent Rights. The Lead Institution shall not abandon the prosecution of any patent application (except in favor of a continuation, divisional or continuation-in-part application) or the maintenance of any Patent Rights without notifying the Other Institution in writing at least ninety (90) days in advance of any applicable deadline and allowing the Other Institution the opportunity to prosecute or maintain such Patent Rights at its sole expense in the name of Other Institution and Lead Institution in accordance with Paragraph 2.4.

2.4 Consequences of Declining Payment of Patent Expenses. If a Party elects to abandon particular Patent Rights or elects to not pay or discontinue paying its Share of Patent Expenses and thereby become a declining party, then the other Party may elect to: (a) pay the declining party’s Share of Patent Expenses and the Agreement remains in force; or (b) terminate the Agreement by providing thirty (30) days prior written notice.

2.5 Patent Assignments. Lead Institution will record assignments of Patent Rights in the names of the Lead Institution and the Other Institution in the United States Patent and Trademark Office and other government patent offices, as applicable, and will provide Other Institution with a photocopy of each recorded assignment.

**3. Licensing**

3.1 Exclusive Right to License. Other Institution hereby grants to Lead Institution the exclusive right to negotiate, execute, and administer any License Agreement covering Patent Rights in accordance with the terms of this Agreement. Other Institution will not license the Patent Rights (other than to the U.S. government, if applicable) unless this Agreement is terminated.

3.2 Efforts to License. Lead Institution will use reasonable efforts, consistent with its usual practices, to seek Licensee(s) for the commercial development of Patent Rights and will administer the License Agreement for the mutual benefit of the Parties and in the public interest. Lead Institution shall exercise its reasonable efforts to ensure that any Licensee shall fully comply with the terms of any License Agreement. Under no circumstances shall Lead Institution be liable to Other Institution for monetary damages for any alleged failure by Lead Institution to meet the obligations stated in this Paragraph 3.2.

3.3 License Agreement. Lead Institution will have the final authority to enter into negotiations and execute License Agreement, subject to compliance with this paragraph and Paragraph 3.6. Lead Institution will provide Other Institution with updates on license negotiations and with a substantially final draft of any License Agreement or amendment to a License Agreement prior to execution for the Other Institution to review for compliance with Paragraph 3.6 of this Agreement. Other Institution agrees that if it does not provide objections or comments within fifteen (15) business days of its receipt of the substantially final draft of the License Agreement or amendment, Other Institution shall be deemed to have approved it. Other Institution acknowledges that it may not withhold approval of a License Agreement or amendment because of its expected financial return (e.g., royalties or equity level). The Lead Institution will provide the Other Institution a copy of any License Agreement or amendment that is executed. Notwithstanding the foregoing, the parties acknowledge that Lead Institution had entered into the Option Agreement to Patent Rights prior to becoming aware of Other Institutions’ co-ownership interest in the Patent Rights, with said Option Agreement being identified as JHU agreement number XXXXXXXXXXXXX. Other Institution was provided a copy of the executed Option Agreement which it reviewed and retroactively approved. The parties acknowledge that the upfront Option fee JHU received under said Option Agreement is considered Past License Consideration per the terms of this Agreement and will be disbursed pursuant to Article 4 of this Agreement.

3.4 Reserved Rights. Each Party expressly reserves the right to use the Patent Rights and associated inventions or technology for educational and research purposes, and to grant such educational and research rights to other non-profit institutions.

3.5 No Agency Relationship. This Agreement does not create an agency relationship between the Parties.

3.6 Terms of License Agreements. License Agreements must include, without limitation, the terms identified in Exhibit A and be consistent with any policies of the Other Institution identified in Exhibit A, except to the extent that a License Agreement with deviations therefrom is approved by the Other Institution or deemed approved in accordance with Paragraph 3.3.

3.7 Equity in Licensees. If the consideration for a grant of a license to the Patent Rights includes equity in the Licensee, the Lead Institution shall in accordance with its regular practices either: (a) allocate the equity among the Parties in accordance with each Party’s Share of Net Consideration after giving effect to the Administration Fee, if any, and promptly distribute to the Other Institution its share of the equity; or (b) hold such equity until it receives cash on account of such equity whether by way of dividend, sale of shares, merger or other transaction or event and then allocate and distribute such cash as License Consideration hereunder.

3.8 No Implied License. This Agreement grants no express or implied license in any rights of either Party except for the rights explicitly granted in Patent Rights.

**4. Financial Terms**

4.1 Patent Expenses

1. The Patent Expenses and License Consideration invoiced to or by the Parties prior to the Effective Date are identified as Past Patent Expenses and Past License Consideration in the Transaction Terms. The Past Patent Expenses incurred during the Option Agreement have been reimbursed or are expected to be reimbursed by the optionee. Within ninety (90) days of the Effective Date, the Parties shall settle any outstanding amounts that are due after each Party’s respective shares of the Past Patent Expenses and Past License Consideration are calculated.
2. The Lead Institution shall be solely responsible for reviewing and approving all Patent Expenses incurred after the Effective Date and for ensuring that all Patent Expenses are paid in a timely manner. Upon request, the Lead Institution shall furnish to the Other Institution copies of all invoices for Patent Expenses on a regular basis.

4.2 License Consideration

1. The Lead Institution shall have the responsibility, obligation and authority to receive and collect any License Consideration payable under the License Agreement, and perform such audits under the License Agreement as the Lead Institution deems appropriate. The Lead Institution shall keep the Other Institution informed as to all receipts of the License Consideration in accordance with paragraph 5.2. The Lead Institution shall keep the Other Institution reasonably informed of any material delinquencies, deficiencies or defaults by the Licensee in performing the License Agreement.
2. The Lead Institution shall deduct from the License Consideration and retain for itself: (i) first, the Patent Expenses (which shall be distributed to the Parties in proportion to the Patent Expenses actually paid by each Party and not yet reimbursed, including Past Patent Expenses); and (ii) second, the Administration Fee. The Net Consideration shall be distributed to the Other Institution in accordance with the Share of Net Consideration set forth in the Transaction Terms. Each Party will be responsible for paying out of its Share of Net Consideration any obligations it owes with respect to Third-Party Interests, unless stated otherwise in the Transaction Terms. The Lead Institution may not deduct or retain for itself or reimburse the Other Institution for any costs or expenses other than Patent Expenses, unless otherwise agreed in writing by the Parties.

4.3 Allocation of Proceeds. If the Lead Institution licenses the Patent Rights together with other patent or intellectual property rights controlled by Lead Institution that are not covered by this Agreement, the Parties shall negotiate in good faith to determine the portion of the gross licensing proceeds received under the License Agreement that are attributable to the Patent Rights.

4.4 Inventors. Each Party will be solely responsible for calculating and distributing to its respective inventors their share of Net Consideration or equity allocated to it under Paragraph 3.7(a) in accordance with the Party’s own policy.

**5. Records, Reports and Audits**

5.1 Books and Records. Lead Institution shall keep complete, true and accurate accounts of all Patent Expenses and of all License Consideration received by it from each Licensee of the Patent Rights and shall permit the Other Institution to examine its books and records in order to verify the payments due or owed under this Agreement.

5.2 Payment Reports. The Lead Institution shall make the calculations as to the allocation of that License Consideration in accordance with the terms of the Agreement and furnish to the Other Institution a written report of such receipts and calculations. With such report, the Lead Institution shall deliver to the Other Institution the Share of Net Income for the Other Institution as shown in said calculations, if any. Such reports and distributions shall be provided with the same frequency that Lead Institution distributes revenue to its inventors, but no less frequently than once per year. Lead Institution shall provide the Other Institution copies of reports, sublicense agreements and other material documents received from Licensees.

5.3 Annual Reports. Upon request by Other Institution, Lead Institution shall submit to Other Institution an annual report setting forth the status of all patent prosecution, commercial development and licensing activity relating to the Patent Rights for the preceding year.

**6. Patent Infringement.** If either Party learns of a potential infringement of the Patent Rights, it will promptly notify the other Party hereto. Subject to the rights granted to Licensee in any License Agreement, the Parties agree to discuss the situation and determine in good faith how best to proceed.

**7. Notice.** Any notice or payment required to be given to a Party under this Agreement shall be addressed to the Party at the address identified in the Transaction Terms. Either Party may notify the other in writing of a change of address, in which event any subsequent communication relative to this Agreement shall be sent to the last said notified address. All notices and communications relating to this Agreement will be deemed to have been given when received.

**8. Confidentiality of Licensee Information.** If required by a License Agreement, each Party shall, to the extent permitted by law, keep the terms of such License Agreement and any business information received from the Licensee (e.g., revenues, business development reports, milestones accomplished, sublicensee information and sublicense agreements) confidential, except that a Party may: (i) report revenue it receives in accordance with its reporting requirements to sponsors and may include such revenue in aggregate licensing revenue reported by such Party; and (ii) reveal confidential information if it is required by any law, regulation, or court order to be disclosed by that party, provided that prior to making any disclosure such party will give timely written notice thereof to the discloser of the confidential information to allow the discloser an opportunity to prevent disclosure.

**9. Term and Termination**

9.1 Term. This Agreement is effective from the Effective Date and will remain in effect for the life of the last-to-expire patent under Patent Rights, or in the event no patent contained in Patent Rights issues or such patents or patent applications are abandoned, then one (1) year after the last patent or patent application is abandoned, unless otherwise terminated by operation of law or by acts of the parties in accordance with the terms of this Agreement.

9.2 Early Termination. Any Party may terminate the Agreement without cause at any time after three (3) years have passed from the Effective Date with ninety (90) days prior written notice to the other Party, unless either: (a) there is a License Agreement in effect at the time of termination with respect to the Patent Rights; or (b) the Lead Institution notifies the terminating party that it is actively engaged in good faith negotiations with a bona fide potential Licensee and the Lead Institution consummates a License Agreement with such potential Licensee within one hundred twenty (120) days of the notice of termination. Either Party may terminate this Agreement for cause by written notice in the event the other Party breaches this Agreement and does not cure the breach within thirty (30) days of written notice. For the purpose of this paragraph, “actively engaged” shall mean that there has been at least one exchange of a draft License Agreement or term sheet between the Lead Institution and the bona fide potential Licensee within sixty (60) days after receipt of the notice of termination. In addition, a Party may elect to terminate the Agreement in the circumstances specified in Paragraph 2.4.

9.3 Effect of Agreement Termination on Patent Rights. The Parties hereby agree that after effective termination of the Agreement and subject to any previously signed License Agreement, each Party may separately license its interest in the Patent Rights on a worldwide basis. There are no ongoing obligations to share Patent Expenses or share or account for revenues under such licenses, except to the extent mandated by the laws of foreign jurisdictions.

9.4 Other Effects of Termination

1. Termination shall not affect any previously signed License Agreement or the distribution of License Consideration thereunder if still appropriate; and the applicable provisions of the Agreement shall continue to be applied.
2. Termination of this Agreement will not relieve any Party of any obligation or liability accrued under this Agreement before termination, or rescind any payments made or due before termination.
3. Apart from the provisions specifically set forth in this Paragraph 9, the Parties will have no further rights or obligations under the Agreement.

9.5 Surviving Terms. Any termination of this Agreement pursuant to this Paragraph 9 will not affect the rights and obligations set forth in this Paragraph 9 as well as the following Sections of the General Terms, all of which shall survive termination: 8 (Confidentiality of Licensee Information), 11 (Disclaimer; Limitations); and 14 (Governing Law).

# 10. Representations

10.1 Assignment by Inventors. Each Party represents that its inventors are obligated to assign to such Party all of the inventors’ rights in the Patent Rights permitted by the applicable law, and that such Party will use diligent efforts to cause its inventors to sign any additional papers as may be necessary to evidence such assignment.

10.2 No Conflict. Except for the rights, if any, of the U.S. government resulting from federal funding for the research which resulted in the Patent Rights or Third-Party Interests identified in the Transaction Terms, each Party represents that, to the knowledge of its technology transfer office or other licensing office or department, it has not granted any rights to any entity or person in the Patent Rights.

**11. Disclaimers; Limitations.** Except as set forth in Section 10, NEITHER PARTY EXTENDS ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PATENT RIGHTS. In addition, EACH OF THE PARTIES EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE PRACTICE OF THE PATENT RIGHTS WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER RIGHTS OF THIRD PARTIES. No Party will make statements, representations, or warranties, or accept liabilities or responsibilities, with respect to or potentially involving the other Party, that are inconsistent with this Paragraph. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL ANY PARTY BE RESPONSIBLE FOR ANY INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, EXEMPLARY DAMAGES OF ANY KIND, LOST GOODWILL, LOST PROFITS, LOST BUSINESS AND/OR ANY INDIRECT ECONOMIC DAMAGES WHATSOEVER REGARDLESS OF WHETHER SUCH DAMAGES ARISE FROM CLAIMS BASED UPON CONTRACT, NEGLIGENCE, TORT (INCLUDING STRICT LIABILITY OR OTHER LEGAL THEORY), A BREACH OF ANY WARRANTY OR TERM OF THIS AGREEMENT, AND REGARDLESS OF WHETHER A PARTY WAS ADVISED OR HAD REASON TO KNOW OF THE POSSIBILITY OF INCURRING SUCH DAMAGES IN ADVANCE.

**12. Sponsor Reporting.** Each Party is responsible for reporting the Patent Rights to its own government and other research sponsors as may be required, provided that if Lead Institution and the Other Institution both received federal funding for the research that resulted in the Patent Rights, then the Lead Institution will take responsibility for the federal reporting, and provide viewing rights or copies of sponsor reports to the Other Institution.

**13. Use of Names.** Each Party agrees that it shall not use the name, logos or trademarks of any other Party or a Licensee in any advertising or publicity material, or make any form of representation or statement which would constitute an express or implied endorsement by such other Party of any licensed product, and that it shall not authorize others to do so, without having obtained written approval from such other Party or Licensee. Specifically as it relates to Lead Institution, the name of The Johns Hopkins University or The Johns Hopkins Health System or any of its constituent parts, such as the Johns Hopkins Hospital, Johns Hopkins Medicine or any contraction thereof or the name of inventors in any advertising, promotional literature, Websites, electronic media applications, sales literature, fundraising documents, or press releases and other print or electronic communications shall not be used for any purpose without prior written consent from an authorized representative of Lead Institution. Any request to make use of such names shall be made at least seven business days in advance of any proposed use and may be made by written request through Lead Institution’s technology transfer office, Johns Hopkins Technology Ventures (“JHTV”).

**14. Governing Law.** The Agreement will be governed by and interpreted, and its performance enforced in accordance with the laws of Maryland, without giving effect to choice of law and conflicts of law principles, except that the scope and validity of any patent application or patent will be governed and enforced by the laws of the applicable country of the patent application or patent.

**15. Publication.** Each Party reserves the right to publish related to the Patent Rights, in accordance with each Party’s own policies and practices. A License Agreement shall not give Licensee the right to review an advance copy of the proposed publication by any of the Parties relating to the Patent Rights unless such Party has specifically agreed in advance to the inclusion of and scope of such provision.

**16. Publication of the Agreement in the Czech Register of Contracts.** The Parties acknowledge that this Agreement is subject to obligatory publication under the Czech Act No. 340/2015 Coll., on Special Conditions of Effect of certain Contracts, Publication of these Contracts and on the Register of Contracts (Act on the Register of Contracts) and shall become legally binding upon IMCAS only upon such publication in the Register of Contracts. The Parties have agreed that prior to publication of this Agreement, IMCAS will remove (black out) any and all provisions of this Agreement designated by the Parties as trade secrets and provide the redacted Agreement to JHU for approval.

**17. Complete Agreement.** This Agreement sets forth the complete agreement of the Parties concerning the subject matter hereof. No waiver of or change in any of the terms hereof subsequent to the execution hereof claimed to have been made by any representative of either Party shall have any force or effect unless in writing, signed by duly authorized representatives of the parties.

**18.** **Electronic Signature**. Any signature, including any electronic symbol or process affirmatively attached to or associated with this Agreement and adopted by Lead Institution or Other Institution to sign, authenticate, or accept such contract or record acceptance of the Agreement, hereto shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act or any state law based on the Uniform Electronic Transactions Act, and the parties hereby waive any objection to the contrary.

**[Signature Page Follows]**

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed in duplicate counterparts, each of which shall be deemed to constitute an original, effective as of Effective Date. The undersigned verify that they have the authority to bind to this Agreement the party on behalf of which they are executing.

This Agreement includes the following Exhibit:

* EXHIBIT A: *License Agreement Requirements.*

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| --- | --- |
| **THE JOHNS HOPKINS UNIVERSITY**  By  Name XXXXXXXXXXXXX  Title Executive Director, Johns Hopkins Technology Transfer  Date | **INSTITUTE OF MICROBIOLOGY, CZECH ACADEMY OF SCIENCES**  By  Name XXXXXXXXXX  Title Director  Date |
|  |  |

**IIA Signature Page**

**Exhibit A**

**License Agreement Requirements**

All License Agreements shall contain terms covering the following:

1. Reservation of rights to all parties to the Inter-Institutional Agreement (“IIA”) and, where possible, the right to sublicense such rights to other non-profit research institutions, to use the Patent Rights in future for research and educational purposes without payment to the Licensee;
2. Reservation of rights to government entities and to private sponsors (to the extent such rights are required under sponsored research agreements and disclosed in the IIA);
3. Payment of earned royalties on net sales by licensee and any sublicensee;
4. Reimbursement of all patent prosecution expenses if the license is exclusive;
5. Product development and commercialization diligence if the license is exclusive;
6. Periodic reports (at least annually) covering development and commercialization efforts and sale of products, including date of first commercial sale for each product;
7. Standard audit rights exercisable by the Lead Institution;
8. Indemnification of all parties to the IIA, except that there may be no carve-outs for licensor’s negligence or misconduct;
9. Disclaimer on behalf of all parties to the IIA of all warranties, including validity, enforceability and non-infringement of the Patent Rights;
10. Limitation of damages for all parties to the IIA to direct damages only;
11. Prohibition on the use of the names, logos and trademarks of the parties to the IIA;
12. Unfettered right on part of all parties to the IIA to publish in connection with the Patent Rights (with reasonable delays for review for confidentiality and filing for intellectual property protection);
13. Maintenance of general liability insurance as is standard for the business of the Licensee at its various stages of development and commercialization, naming all of the parties to the IIA as additional insureds, or appropriate self-insurance provisions;
14. For start-up companies, annual reporting of business information, including funding, employees, hiring and other information on request;
15. Provision to encourage licensing to address unmet needs;
16. Compliance with all laws, including export control laws;
17. Provision to encourage licensing to address Least Developed Countries and Qualified Humanitarian Purposes.