

## Agreement for contract research work and services

concluded between

ManukaMed Limited Partnership an entity incorporated under the laws of [REDACTED]

– hereinafter referred to as “industry partner” –

and

**University of Pardubice**, Faculty of Chemical Technology, public higher educational institution established by law [REDACTED]

[REDACTED] prof. Petr Kalenda, dean

– hereinafter referred to as “university” –

### Preamble

The university and its project manager shall cooperate with the industry partner (all of whom may be referred to alternatively hereinafter as the “contracting party/contracting parties”) in the field of:

### 1. Definitions

Industrial property rights	Patents, utility models, design patents, topographies of semiconductor products, supplementary protection certificates for medicinal products or other products for which any such certificates can be obtained, and plant variety rights as well as copyright and associated industrial property rights, including any applications therefore;
Background rights	Inventions, registered or published before this Agreement entered into force, industrial property rights for which a patent has been filed or granted or know-how obtained before this Agreement entered into force.
Know-how	The totality of non-patented practical know-how that can be gained through experience and practical experiments and that is confidential, in other words that is not generally known and is not easily accessible, “relevant” means of importance for the subject matter of the Agreement and useful and “identified” means specified in sufficient detail to enable it to satisfy the criteria “confidential” and “relevant”
Results	Results of research conducted during performance of this Agreement that come under the subject matter of the Agreement

## 2. Subject matter of the Agreement

- 2.1 [REDACTED]
- 2.2 The subject matter of this Agreement and the exact scope of the work to be performed by the university including the period of performance shall be specified in the order plan attached to this Agreement as Annex 1. This order plan shall be updated jointly by the contracting parties on the basis of ongoing developments.  
The latest version that must be signed by all the contracting parties shall apply. If, however, amendments to contractually agreed services become necessary that involve more than a mere adjustment to the order plan, clause 3.4 shall apply.

## 3. Performance of work

- 3.1 The university and/or the project manager shall perform the work to the best of their ability based on cutting-edge science and technology using their own existing know-how and experience and that gained during the cooperation, in close contact with the industry partner.
- 3.2 The university and/or the project manager shall, on request, permit the industry partner to see any results that have been achieved at any time.
- 3.3 The university and/or the project manager shall not be entitled to commission third parties with the implementation of partial tasks without the industry partner's consent.
- 3.4 Amendments to contractually agreed services
- If it transpires during the implementation of the Agreement that the university and/or the project manager will need to make amendments to contractually agreed services in relation to the order plan, the contracting parties agree as follows:
- 3.4.1 If the university or the project manager is responsible for amendments that need to be made to contractually agreed services, they shall adjust their service at their own expense accordingly.
- 3.4.2 In cases in which the industry partner is responsible for amendments that need to be made to contractually agreed services, the university and/or the project manager shall have the right to request, prior to amending individual contractually agreed services, that a written amendment agreement be concluded, which shall regulate, in particular, the issue of appropriate additional remuneration and the

amended deadline. Without any such agreement, the subject matter of the Agreement shall remain unchanged.

3.4.3 In all other cases, the university and the project manager may request, prior to amending individual services, that a written amendment agreement be concluded, which shall regulate, in particular, the issue of appropriate additional remuneration and the amended deadline. Without any such agreement, the subject matter of the Agreement shall remain unchanged.

3.4.4 For the cases described in clause 3.4.2 and 3.4.3, the following procedure is agreed:

- The contracting party requesting that amendments be made shall specify precisely what technical/organisational amendments need to be made.

- Subsequently, the impact of the amendment on the type and scope of service, on quality, on the schedule and in terms of additional costs must be described.

- If the contracting parties agree that the amendment shall be implemented, this shall be recorded in writing in the amendment agreement, indicating, in particular, the change in schedule, quality differences and, if applicable, additional remuneration.

- any amendment to this agreement shall not become effective until it has been signed by both contracting parties.

## **5. Industrial property rights and know-how, publication**

5.1 The university agrees that the Results and all Industrial property rights in the Results shall be the sole and exclusive property of the industry partner (such rights to include, without limitation, the right to register protection for those Industrial property rights including filing and prosecuting patent applications).

5.2 The industry partner acknowledges that, in view of its academic and/or public interest mission, the university may have a legitimate interest to present or publish relevant parts of the Results. The university shall be permitted to present or publish the Results, provided always that the industry partner shall have been furnished with a text of any proposed presentation or publication at least thirty (30) calendar days in advance of the submission of the abstract for presentation or of the submission of the manuscript for publication.

5.3 Subject to clause 5.2, the industry partner shall then have fifteen (15) calendar days, from receipt of the text, to object because the proposed presentation or publication (i) contains the Results which are patentable or otherwise require protection and/or (ii) contains confidential information

belonging to the industry partner and being also subject to clause 7. In the event that the industry partner does not make such an objection, the text is deemed to be accepted.

5.4 In the event that the industry partner makes such an objection, the contracting parties shall negotiate an acceptable version. The university shall:

5.4.1 Refrain from making such presentation or publication until the industry partner has filed patent application(s) directed to the patentable Results, or otherwise ensured protection for the Results contained in the proposed presentation or publication. The industry partner shall use reasonable endeavours to file said patent application(s) or seek such protection within a period of sixty (60) calendar days from the date of the industry partner's objection; and

5.4.2 remove any confidential information of the industry partner from the proposed presentation or publication.

5.5 Each contracting party is and shall remain the exclusive owner of its respective Background rights and Know-how.

**6. Remuneration for work / Payments**

[Redacted text block]

[Redacted text block]

[Redacted text block]

The university shall send the electronic invoices to the following individual using the contact information provided below:

Company Name: ManukaMed Limited Partnership

[Redacted text block]

[REDACTED]

**7. Secrecy**

[REDACTED]

Furthermore, the contracting parties shall undertake to maintain secrecy concerning any information made available to them in connection with this Agreement that is considered to be confidential or under other circumstances is obviously identifiable as a contractual party's business or company secrets for an indefinite period and – unless required in order to fulfil the purpose of the Agreement – neither to record nor to pass on or exploit this information. They shall ensure, by making suitable contractual arrangements with the employees, who work for them and other third parties that the latter also refrain from their own exploitation or unauthorised recording of such business or company secrets for an indefinite period, thus after the expiry of this Agreement.

**8. [REDACTED]**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**9. [REDACTED]**

[REDACTED]

[REDACTED]

[Redacted text block]

Date 10.2.2017

Date 16.02.2017

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