

MATERIAL TRANSFER AGREEMENT

This material transfer agreement (hereinafter referred to as the "Agreement"), effective upon the date of last signature herein (hereinafter referred to as the „Effective Date“), is made and entered by and between

1. **Masaryk university**
Technology Transfer Office
with the registered office at Žerotínovo nám. 617/9, 602 00 Brno
ID 00216224
represented by [REDACTED]

public university, not registered as such in the Business Register

(hereinafter referred to as "Provider")

and

2. **Palacký University Olomouc**
Faculty of Medicine and Dentistry
Institute of Molecular and Translational Medicine
with the registered office at Hněvotínská 976/3, 779 00 Olomouc
ID 61989592
represented by prof. MUDr. Josef Zdražil, CSc., Dean of the Faculty of Medicine and Dentistry
public university, not registered as such in the Business Register
(hereinafter referred to as "Recipient")

Provider and Recipient may hereinafter be referred to separately or jointly as "Party" or "Parties", respectively.

1. The biological material described in **Attachment A** (hereinafter is referred to as "Material") will be made available by Provider to the Recipient for the purposes stated herein under the following conditions.
2. Material will be provided by scientist (hereinafter "Scientist") of Provider:
[REDACTED]
Central European Institute of Technology
Kamenice 5, 62500 Brno, Czech Republic
3. Material will be used for research purposes by researcher (hereinafter "Researcher") of Recipient:
[REDACTED]
4. The Material includes peptides specified in **Attachment A**. THIS MATERIAL IS NOT FOR USE IN HUMAN SUBJECTS.
5. The Material shall be used by Researcher for the sole purpose of conducting the research and analysis described in **Attachment B**.
6. The Material will be delivered to Researcher at the address identified in **Attachment C**. The Material is provided at no cost and it is the property of Provider. Provider shall be responsible for all costs of shipping and delivering the Material to Recipient.
7. This Agreement and the resulting transfer of Material constitute a license to use the Material solely for research and not-for-profit purposes and Recipient hereby (i) represents that it is a non-profit organization and (ii) agrees that Material will not be used in research that is subject to consulting or

licensing obligations to another institution, corporation or business entity unless written permission is obtained from Provider.

8. No product incorporating the Material, including derivatives thereof, nor their use in any process, shall be commercialized without a suitable written license from Provider.
9. The Researcher will not distribute, release, or in any way disclose the Material to any person or entity other than laboratory personnel under Researcher's direct supervision (hereinafter referred to as "Disclosure Purpose"), and Researcher will ensure that no one will be allowed to take or send Material to any other location, unless written permission is obtained from Provider.
10. Researcher will destroy or return all unused Material to Provider in one month upon completion of the Research.
11. Researcher will inform the Scientist, in confidence, of the results of Research related to the Material by personal written or email communication describing such results within the duration of this Agreement.
12. The Recipient agrees that in the event that the Recipient implements an invention, improvement or modification, whether patentable or not, based on Material as a result of an activity performed for the above purpose, the Recipient shall promptly notify such invention, improvement or modification and any related patent applications informs the Provider. The Parties agree to jointly publish the results related to the Research. Any publication or presentation of results will appropriately cite the contributions of both parties, using customary standards of scientific attribution (the results of the Research should be published with due dedication to the Provider, Recipient and Centre). Each party will provide the other with publications or presentations of previously unpublished results thirty (30) days before submission for presentation or publication, to enable the other party to identify and request removal of its confidential information and to seek patent protection, if applicable.
13. The subject of this Agreement is not the provision or sharing of any personal data related to the Regulation (EU) No 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46 / EC (General Regulation on Personal Data Protection, so-called "GDPR").
14. All Material delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. ALL MATERIAL IS PROVIDED "AS IS" AND PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED OR OTHERWISE, REGARDING THE RESEARCH MATERIAL, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INFRINGEMENT OF ANY PATENTS OR OTHER INTELLECTUAL PROPERTY RIGHTS OR OTHER PROPRIETARY RIGHTS ANYWHERE UPON USE OF THE RESEARCH MATERIAL.
15. This Agreement is valid from the date of the last signature and will last for one (1) year.
16. This Agreement does not create a relationship of agency, partnership, joint venture or license between the Parties except stated in this Agreement.
17. This Agreement may not be assigned by either Party without the prior written consent of the other Parties. Successors of the Parties in whole or in part by law or contract shall be bound to the terms and conditions of this Agreement.
18. If any of the provisions of this Agreement shall become or be held invalid or unenforceable, all other provisions hereof shall remain in full force and effect. The Parties shall amend and replace invalid or unenforceable provision by a valid and enforceable provision which accomplishes as far as possible the purpose and the intent of the invalid or unenforceable provision. The same shall apply in the case of an omission.
19. This Agreement constitutes the entire and only agreement between the Parties for disclosing the information concerning the Material to each other related to the Disclosure Purpose and all other prior negotiations, representations, agreements, and understandings are superseded hereby. No agreements altering or supplementing the terms hereof may be made except by a written document signed by both Parties.

20. This Agreement is made in two counterparts, each of which has the force of the original. Each Contracting Party shall receive one copy.

Masaryk University

Signature: _____

Name: _____

Title: _____

Date: _____

6.4.2023

Palacký University Olomouc

Signature: _____

Name: prof. MUDr. Josef Zdražil, CSc.

Title: Dean of the Faculty of Medicine and Dentistry

Date: _____

12-04-2023

Attachment A to
MATERIAL TRANSFER AGREEMENT

Description of transferred material (Material)

4 peptides (P1, P37, P38, SKDF43-NH2) we will send 100 mg of each in lyophilized form

Attachment B to
MATERIAL TRANSFER AGREEMENT

Description of research

The efficacy of the supplied material will be tested *in vivo* in animal models of bacterial infections.

Attachment C to
MATERIAL TRANSFER AGREEMENT

Delivery Address:

Univerzita Palackého v Olomouci
Lékařská fakulta UP
Ústav molekulární a translační medicíny
Hněvotínská 5
779 00 Olomouc