**LOCATION AGREEMENT**

(hereinafter referred to as the "**Agreement**") is entered into between the following Parties:

Ústav molekulární genetiky AV ČR, v. v. i. (in English commonly referred to as “Institute of Molecular Genetics of the Czech Academy of Sciences”)

Registered address: Vídeňská 1083, 142 20 Prague 4, Czech Republic

Represented by: RNDr. Petr Dráber, DrSc., Director

ID No.: 68378050

VAT No.: CZ68378050

(further referred to as ***“***IMG***“***)

and

MyJoVE Corporation

Registered address: 625 Massachusetts Ave., Cambridge, MA 02139, United States of America

Represented by: xxx, Supervising Producer

VAT ID: EIN208388889

(further referred to as ***“***MyJoVE***“***)

**I. Subject of the Agreement**

1. MyJoVE is a Publisher of scientific magazine called „JoVE“ (<https://www.jove.com>) (hereinafter referred to as the „Magazine“) who publishes metodical articles accompanied by video recordings of scientific experiments which they write about.
2. IMG’s employee xxx has written an article on „Behavioral characterization of a mouse model of Angelman syndrome“, which the Parties have interest in publishing in the Magazine (hereinafter referred to as the „Article“) and MyJoVE has requested an accompanying video recording of the experiment described in the Article (hereinafter referred to as „Recording“, for both the process of creating it and the result).
3. The Parties agree that MyJoVE is entitled to perform its rights and obligations pursuant to this Agreement through a third party, specifically through a contracted videographer xxx (registered address: Taborstrasse 69, Tür 1, 1020 Wien, Austria, GISA registration number: 28166962), whereby MyJoVE is liable towards IMG for compliance of MyJoVE, its employees and other representatives, third party and the third party’s employees or other representatives in accordance with clauses of this Agreement and applicable laws.
4. The creation of the Recording should take place at IMG’s building „BIOCEV“ (hereinafter referred to as the “Building”), at Průmyslová 595, 252 50 Vestec, Czech Republic, specifically at the SO02 building (hereinafter referred to as „Location“).
5. The Parties agree that MyJoVE shall be allowed to enter the Location in order to make the Recording, on 26th June 2023 (hereinafter referred to as Recording Date“). The Parties assume the Recording to take approximatelly 6-7 hours.
6. During the Recording Date, subject to the conditions contained in this Agreement, MyJoVE may enter and use the common areas of the BIOCEV building, including parking areas, common entrances, elevators and bathrooms, subject to such reasonable rules and regulations (including security, occupational safety and health, etc.) as exist in connection with such areas and any restrictions imposed by the owner or operator of the Building. No changes (installations, alterations, etc.) to the Building, Location and/or its parts shall be done by MyJoVE.
7. MyJoVE is allowed to record only such parts of Building and / or Location and the people who will be present inside the Building and/or at the Location as specifically allowed by the IMG. Recording may contain visual and/or audio recordings of these IMG’s employees: xxx, xxx, xxx. MyJoVE must comply with all legal requirements regarding personal data protection, including General Data Protection Regulation (Regulation (EU) 2016/679).
8. The Recording shall be published on website <https://www.jove.com/>, and will be accesible to subscribers of JoVE magazine.
9. MyJoVE is obliged to send the Recording as intended to be published to IMG for written approval prior to its publication. Unless IMG provides MyJoVE with its approval within 14 calendar days from receiving the Recording for approval, the approval is considered to be granted. If IMG disagrees with any part of the Recording, MyJoVE shall change it according to IMG’s proposition and send it to IMG for approval of these changes.

**II. Other provisions**

1. The Parties shall provide each other with all necessary and reasonable cooperation in order to fulfil this Agreement.
2. This Agreement is concluded as a free of charge.
3. All communication in regards to this Agreement shall take place between these contact persons (change of contact person can be announced to the other Party via e-mail):
	1. IMG’s contact person: xxx, telephone: xxx, e-mail: xxx
	2. MyJoVE’s contact person: xxx, telephone: xxx, e-mail: xxx
4. Should MyJoVE cause any damage to the Building and/or Location or any property or persons within, IMG is entitled to a contractual penalty of 1.000,- USD for each case of caused damage. Payment of the contractual penalty shall be without prejudice to any claim by the IMG for compensation for damages over the amount of the contractual penalty.
5. MyJoVE shall indemnify, defend and hold harmless the IMG from and against any and all losses, liabilities, claims, damages, obligations, payments, costs and expenses suffered by the IMG arising out of or resulting from, directly or indirectly:
	1. any breach of this Agreement by Company; or
	2. damages to or loss or destruction of any property inside of the Building / Location (including property of other persons within the Building / Location), injury to or death of any person or claims by third parties, which are the result of any MyJoVE’s or its representatives negligent acts or omissions in connection with this Agreement.

**III. Confidentiality**

1. All confidential information of IMG received by MyJoVE in connection with this Agreement shall be held in confidence. MyJoVE shall take all steps reasonably necessary to preserve the confidentiality thereof. Without limiting the generality of the foregoing, MyJoVE shall hold such information in confidence with the same degree of care with respect to such confidential information as the MyJoVE would take to preserve the confidentiality of its own confidential information. MyJoVE shall be liable for any breach of this Agreement by any of its employees and other representatives.
2. The obligation of confidentiality under this article does not apply to:
	1. disclosure of information to its own employees, associates, as well as to auditors, legal representatives and other professional advisors, always to the extent necessary for the performance of their work or function, provided that they are bound to the same extent by the MyJoVE, unless the obligation of confidentiality already arises for them by law;
	2. disclosure of information to public authorities (in particular courts and administrative authorities) which request disclosure of information on the basis of the law;
	3. disclosure of information that is necessary to protect the legitimate interests of the MyJoVE;
	4. disclosure of information to a third party for the purpose of fulfilling obligations under this Agreement, provided that such person is bound to confidentiality to the same extent by the MyJoVE;
	5. information which the IMG itself discloses or causes to be disclosed to the public;
	6. information which is generally known;

**IV. Term, termination**

1. This Agreement shall enter into force upon signature by both Parties and become effective on the date of its publication in the Registry of contracts in accordance with Act No. 340/2015, on registry of contracts, as amended, and is concluded for a fixed term – until the Recording is approved for publication in accordance with this Agreement. Confidentiality clauses shall survive the termination of this Agreement and shall apply for further 5 years, however not shorter than the period during which such possible specific information is protected by applicable laws as trade secret.
2. Either Party shall be entitled to withdraw from the Agreement if the other Party substantially breaches its obligations under this Agreement.

**V. Closing Provisions**

1. All obligations of the Parties shall be governed by the laws of the Czech Republic, excluding the application of conflict of laws principles of international law. The Parties agree to the local jurisdiction of the court of first instance in the place of the IMG's registered office for the settlement of disputes arising from the Agreement.
2. Legal relations between the Parties established by this Agreement and not expressly regulated by this Agreement are governed particularly by provisions of Act No. 89/2012 Coll., The Civil Code, as amended.
3. If any provision of this Agreement, is or becomes unenforceable, void, or voidable, or if it becomes so in the future, only that provision shall be or become unenforceable, void, or voidable, while the other provisions of this Agreement, shall remain unaffected unless the nature, content or circumstances under which such provision was adopted indicate that such portion cannot be severed from the other provisions without rendering the Agreement unenforceable, void, or null. In such event, the Parties undertake to replace such provision without undue delay with a new provision whose content and purpose shall, as far as possible, correspond to the content and purpose of the defective provision.
4. Changes or amendments to this Agreement may be made only by written amendments signed wet-ink or with qualified electronic signatures by authorized representatives of both Parties.
5. This Agreement has been entered into in two (2) counterparts, each of them valid as original, of which each of the Parties shall receive one counterpart; or alternatively in one original signed by qualified electronic signatures of both Parties’ representatives.
6. The Parties have read this Agreement, understood its content and confirmed it by signing it.

|  |  |
| --- | --- |
| Prague, …………………… 2023 | Cambridge, ……………………… 2023 |
| .....................................................RNDr. Petr Dráber, DrSc.Ústav molekulární genetiky AV ČR, v. v. i.Director | .......................................................MyJoVE Corporationxxx,Supervising Producer |