PLN Agreement ID: IAPG Agreement ID: REG-43-2023

**Cooperation Agreement**

Phospholamban gene mutation R14del

The Contracting Parties concluded on the day, month and year below

**Stichting Genetische Hartspierziekte PLN**

with a registered office: Zuidrak 8, 1771 SW Wieringerwerf (The Netherlands)

reg. ID: 55839002

represented by: Pieter Glijnis, chairman

hereinafter referred to as “**PLN Foundation**”

on the one hand

and

**Ústav živočišné fyziologie a genetiky AV ČR, v. v. i.**

*Institute of Animal Physiology and Genetics CAS, v. v. i. in English*

with a registered office: Rumburská 89, 277 21 Liběchov (The Czech Republic)

reg. ID: 67985904

represented by: Ing. Michal Kubelka, CSc., director

hereinafter referred to as “**IAPG**”

on the other side

this

**Cooperation Agreement**

hereinafter referred to as “**Cooperation Agreement**”

1. Introductory Provisions
	1. **PLN Foundation** is a non-profit organisation (ANBI) that was established to put an end to the life-threatening heart muscle disease caused by the Phospholamban gene mutation R14del. This genetic disorder causes heart diseases (cardiomyopathies, arrhythmias…) whereby the pump function of the heart muscle is significantly defective. PLN gene carriers are burdened with serious heart failure problems which may lead to a heart transplant, ventricular assist devices or even sudden premature death. The PLN Foundation’s primary goal is to find a safe and affordable treatment for the disease caused by the R14del mutation in the PLN (Phospholamban) gene, and to bring this treatment (via the associated company PLaN Therapeutics BV and, as the case may be, in cooperation with a pharma company) to the market/patients as soon as possible (hereinafter referred to as “**Primary Objective**”). PLN Foundation want to involve in scientific research cooperation with IAPG.
	2. **IAPG** is a public research organization conducting cutting-edge research in physiology, genetics, ecology and evolution, and its PIGMOD Center (Pig Models of Diseases) collaborates with the applied field to elucidate the nature of nervous system diseases and cancer. IAPG wants to engage in scientific-research cooperation with PLN Foundation.
	3. The purpose of this Cooperation Agreement is to regulate the rights and obligations of the Contracting Parties in **carrying out scientific research cooperation between PLN Foundation and IAPG in the area of the Phospholamban gene mutation R14del**, by involving IAPG in the excision of a cre mediated lox site and preparation for a breeding herd.
	4. Contracting Parties submit the legal regime of this Cooperation Agreement to the legal order of the Kingdom of Belgium, in particular to Book 5 "Obligations" of the Civil Code.
2. Subject of Cooperating Agreement and its implementation
	1. Contracting Parties undertake to carry out further defined **scientific research activities in the field of Phospholamban gene mutation R14del**.
	2. Detailed definition of the activities to be carried out, the framework schedule and expected outputs are set out in Annex No. 1 of this Cooperation Agreement.
	3. Each of the Contracting Parties shall appoint one person responsible for the management of the cooperation, whereby these persons may, by agreement, modify in writing the detailed definition of the activities to be carried out, the framework schedule or expected outputs. The person signing this Cooperation Agreement must inform about the modification mentioned in the previous sentence.
3. Financing
	1. The financing of scientific research activities under this Cooperation Agreement is provided by the PLN Foundation, which will provide up to **EUR 25,000.00** for the costs of the IAPG.
	2. Financing of the other costs of the Contracting Parties shall be borne by each of them.
	3. IAPG will provide PLN Foundation with written notification of payment details.
4. Protection of Information
	1. All information and data provided to each other by the Contracting Parties must be kept confidential.
	2. All results of scientific research activities under this Cooperation Agreement must be kept confidential.
	3. Scientific publication of the results of scientific research activities according to this Cooperation Agreement is possible only with the prior written consent of both Contracting Parties provided that and subject to PLN Foundation having obtained the right to review any such publication at least 45 days prior to the intended publication date, to ensure that PLN Foundation has the opportunity to file for patent protection for any inventions covered or disclosed in such publication. If required, PLN Foundation may require postponement of the publication with another additional 30 days if that is necessary to be able to sufficiently protect the interests of PLN Foundation and/or in furthermore of the Primary Objective.
5. Intellectual Property

**Background of scientific research activity**

* 1. Each Contracting Party will contribute its own background information and intellectual property that it considers necessary for the successful implementation of scientific research activities under this Cooperation Agreement.
	2. Each Contracting Party remains the owner of all its background information and intellectual property, with which it has contributed to the scientific and research activities under this Cooperation Agreement, and the other Contracting Parties are entitled to use this basic information and intellectual property only for the implementation of scientific and research activities in accordance with this Cooperation Agreement and for no other purpose.

**Results, Intellectual Property and Usage Rights**

* 1. Each of the Contracting Parties will obtain an ownership share of 50% (fifty percent) in all results, conclusions and findings of scientific research activities according to this Cooperation Agreement (hereinafter referred to as “**Results**”).
	2. PLN Foundation has the right to submit an application for patent protection of the Results, conduct patent proceedings and represent the Contracting Parties in the matter of patent protection of the Results, while the latter is obliged to inform the IAPG in an appropriate manner. PLN Foundation may select a patent attorney at its discretion. PLN Foundation will indicate the co-authorship of IAPG, or its employees, in the matter of patent protection of the Results. The intellectual property rights of IAPG employees are exercised by IAPG.
	3. Contracting Parties share equally the costs of patent protection of the Results. Contracting Parties may agree otherwise.

**Compensation of employees**

* 1. Each Contracting Party is responsible for paying remuneration to its employees, if due to them by law or internal regulations in connection with the creation of the Results.

**Use of Results of Scientific and research activities**

* 1. PLN Foundation has the right to use the Results (and any related intellectual property) to find safe and affordable treatment for the disease caused by the R14del mutation in the PLN gene (Phospholamban) and to make this treatment available to patients, namely PLN Foundation and the companies jointly owned by the PLN Foundation
		1. will have the right to use the Results (and any IP in relation thereto) without payment of a license fee or similar fee to the other party in relation thereto for the performance of the Project during the terms of the Cooperation Agreement and thereafter for the performance of (non-)commercial research activities, provided that such use is not in conflict within the widest sense of the word with the Primary Objective;
		2. will have the right to make unlimited use of the Results to make them available to third parties even for commercial purposes with a social and scientific interest that belong to the focus areas of the PLN Foundation.
1. Warranties and Liability of Contracting Parties
	1. All information, data and materials provided to each other by the Contracting Parties are provided as they are without express or implied guarantee of their correctness and completeness. Contracting Parties are not responsible for the information, data and materials provided.
	2. Contracting Parties exclude liability for any indirect loss or damage.
	3. Each Contracting Party is responsible and liable for the proper use and utilization of the results of scientific research activities under this Cooperation Agreement and shall indemnify the other Contracting Party for any damages caused to such Contracting Party or a third party in connection with the use and utilization of the results of scientific research activities pursuant to this Cooperation Agreement, subject to liability for indirect damages according to the previous paragraph.
2. Duration of Cooperation Agreement
	1. Cooperation Agreement is concluded **from the date of signature until the execution of all contracted scientific and research activities**.
	2. Cooperation Agreement can also be terminated without giving a reason with a 60-day notice period that runs the following month after the date of delivery of the notice.
	3. In case of termination of the Agreement by PLN Foundation
		1. after the provision of a boar carrying a rescue cassette, initiation of IAPG breeding, and until confirmation of pregnancy, PLN Foundation shall pay IAPG half of the second payment and IAPG shall ensure the destruction of all information provided by PLN Foundation and all material;
		2. after positive results with deletion of the rescue cassette in embryos PLN Foundation shall pay IAPG the second payment and IAPG shall ensure the destruction of all information provided by PLN Foundation and all material;
		3. after a successful embryo transfer in at least two recipients PLN Foundation shall pay IAPG the third payment and IAPG shall ensure the destruction of all information provided by PLN Foundation and all material;
		4. after confirmation of the DNA from one of the piglets PLN Foundation will make the fourth payment to IAPG and the Contracting Parties will exercise the intellectual property rights according to this Cooperation Agreement with regard to the creation of the result of the scientific research activity.
3. Other and final provisions
	1. Contracting Parties undertake to resolve any disputes arising from this Cooperation Agreement in a fundamentally amicable way. All disputes arising from and related to this Cooperation Agreement, including disputes regarding its validity, will be settled in the competent court in Amsterdam, the Netherlands.
	2. Invalidity of any provision of this Cooperation Agreement does not result in the invalidity of the entire Cooperation Agreement.
	3. Neither Contracting Party cannot assign its rights and obligations arising from this Cooperation Agreement to a third party without the prior consent of the other Contracting Party.
	4. Unless otherwise stated in this Cooperation Agreement the Contracting Parties may change it only in the form of written amendments.
	5. Contracting Parties declare that they have read this Cooperation Agreement before signing it and that it was concluded after mutual discussion according to their true and free will certainly, seriously and understandably, not under duress or under conspicuously disadvantageous conditions, and that they have agreed on its entire content, which confirm with their signatures.

In Wieringerwerf 3. 8. 2023 In Liběchov 2. 8. 2023

PLN Foundation: IAPG:

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 Pieter Glijnis Ing. Michal Kubelka, CSc.

 chairman of PLN Foundation director of IAPG

*– signed electronically –*