

Purchasing- and Cooperation- Agreement

No. B-DCA-0013

Agreement between

BÜCHI Labortechnik AG
Meierseggstrasse 40
CH-9230 Flawil
Switzerland



hereinafter referred to as 'Purchaser' or 'BUCHI'

and

University of Chemistry and Technology, Prague
Technická 5
166 28 Praha 6
Czech Republic

hereinafter referred to as 'Supplier'

jointly referred to as the '**Parties**'

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1 Contractual parties and Subject Matter of Contract

1.1 BUCHI Labortechnik AG

Manufacturer of laboratory equipment.

1.2 University of Chemistry and Technology, Prague

Original owner of the Patent" and employer of the patent" inventors.

1.3 Patent

The subject-matter of this Agreement is the purchase of the Patent" by Purchaser from the Supplier.



2 Agreement

2.1 Principle of Agreement

This Agreement governs the purchase patents of the

Patent

and of the corresponding

and any

by the Purchaser from the Supplier.

All activities in this matter are also cal

To the extent of the subject-matter expressly covered herein,

between the Parties (BUCHI and VSCHT forms).

2.2 Contracts Register

The Parties take note 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 Contract (Act on the Register of Contracts) and shall become legally binding upon the Supplier only upon such publication in the Register of Contracts, and that failure to publish the Agreement in the Register of Contracts will cause it to be void. Pursuant to Section 6 art. 1 of the Act on the Register of Contracts, this Agreement shall become effective on the date of publication in the Register of Contracts (the "Effective Date").

The Parties shall deem the Confidential Information of each Party as a trade secret of such party within the meaning of Section 504 of the Czech Act no. 89/2012 Coll., the Civil Code. The Parties have agreed that prior to disclosure of this Agreement, to the extent allowed by the Act on the Register of Contracts, any and all provisions of this Agreement and Annexes or appendices hereto designated by Purchaser as business secret prior to the signing of this Agreement shall be redacted (blackened) from the publication version of the Agreement; the Parties will exchange and agree on the re-

3 Commercial clauses

3.1



3.2 Patent Assignment

The Purchaser s

The Supplier will strictly keep confidential all information concerning the assignment and the cooperation of the Parties, with the exception, of fulfilling its obligations pursuant to the Act on the Register of Contracts. In case of any requirement for information-flow to third parties this requires BUCHI's prior approval in writing.

Notwithstanding any of the foregoing, as of the Effective Date, Purchaser shall become and thereafter at all times remain fully responsible for any and all costs, obligations and consequences of any and all matters connected with the Patents.

3.3

As indicated

Purchaser re-quests. Supplier will bear the costs for grant and validation. After this Agreement be-comes effective, the Purchaser will be responsible

3.4

If the Purchaser intends
in fur-ther countries, the Supplier will support him in this process



4 Other clauses

4.1 Further usage of the Patent

The Supplier shall have no right of commercial use of the invention claimed in the Patents without the prior written consent of the Purchaser. Notwithstanding the fore-going, Supplier shall retain the right and Purchaser hereby grants to the

Patent and all information, data and know-how related thereto for non-commercial internal research and educational purposes (be it on its own or in collaboration with a third party aca-demic institutions), including publication purposes (subject to confidentiality and pub-lication pre-approval mechanisms).

4.2 Existing and future Intellectual Property

If Purchaser comes to a conclusion that certain

of being used with the Patents, sub-ject to the condition that granting such license by Supplier would not interfere with any third party rights or any contractual or other legal obligations of Supplier, in which case Supplier

The Supplier shall

Rights of

the right of use in part or in full to third parties, unless agreed otherwise in a separate license agreement.

The Supplier will

More extensive work packages will be quoted from the Supplier and shall be agreed upon on a case-by-case basis.

4.3 Publications and public communications

In the case of a need to make information in context with existing intellectual property publicly available, such as an exemplary case where the inventor has to make public some of the information in terms of a thesis, the Supplier shall provide the Purchaser with all



third parties, with the exception of fulfilling the obligations of Supplier pursuant to the Act on the Register of Contracts.

4.4 Documentations

The Supplier

The documentation shall

For possible future developments a separate agreement or an adaptation of this agreement in writing will be required.

5 Confidential Information

All non-public data and information which one Party discloses or transmits to the other Party in connection with the BUCHI Project and marks "CONFIDENTIAL", shall be deemed to be confidential information (hereinafter referred to as "**Confidential Information**"),

5.1 Non-Disclosure Obligation

The Party receiving Confidential Information ("**Receiving Party**") undertakes to keep the Confidential Information of the other party ("**Disclosing Party**") strictly confidential, not to disclose it to third parties and to use it exclusively in connection with the negotiations and/or the execution of a business relationship between the Parties in

accordance with the terms of this Agreement (hereinafter referred to as "**Non-Disclosure Obligation**").

The Receiving Party shall be obliged to ensure by contract, internal directives or other binding documents, that the Non-Disclosure Obligation is strictly observed by its members of the Board of Directors, managing directors, employees, consultants and other representatives, as well as by directly or indirectly affiliated companies and spin-offs to whom the Receiving Party discloses the Confidential Information of the other Party, if allowed hereunder (collectively the "**Representatives**"). Breach of Non-Disclosure Obligation by a Representative of a Party shall be responsible for breach of that particular Receiving Party, unless such Receiving Party provides evidence liberating it from such responsibility.

The Non-Disclosure Obligation under this Agreement does not apply to confidential information that:

- [Faint, illegible text]



5.2

5.3 Publicity

Unless agreed otherwise in writing,
with the exception of the disclosure of this Agreement in the Register of Contracts.

Notwithstanding the foregoing, each Party may disclose the Confidential Information to the extent such disclosure is required by law, regulation or valid court order, provided that such Party will give prompt notice to the other Party of such requirement, disclose the other Party's Confidential Information only to the extent required by such law, regulation or court order, and use reasonable efforts to seek a protective order or confidential treatment in connection with such disclosure.

5.4 Violation of intellectual property rights

The Supplier guarantees that to the best of its reasonably obtained knowledge as on the Effective Date, no industrial property rights (in particular copyrights and patent rights) of third parties are infringed in connection with the Patents transferred to the Purchaser subject to this Agreement.

5.5 NO WARRANTY

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, ALL ASSIGNMENTS, LICENSES, INTELLECTUAL PROPERTY, NAMELY THE PATENT, AND CONFIDENTIAL INFORMATION GRANTED OR PROVIDED BY ONE PARTY TO ANOTHER PURSUANT TO THIS AGREEMENT ("DELIVERABLES") ARE "AS IS". EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT EACH PARTY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THE INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICES, IN ALL CASES WITH RESPECT THERETO.



6 Final clauses

6.1 Amendments to the Agreement

Amendments or additions to this Agreement and its Annexes must be in writing.

Should individual provisions of this Agreement be or become invalid or should gaps arise in this Agreement, the validity of the remaining provisions of the Agreement shall not be affected thereby. In place of the invalid provision or to fill the gaps, an appropriate provision shall apply which comes closest to what the contracting parties intended or would have intended according to the sense and purpose of the Agreement if they had considered the invalidity or the gap in the provisions of the Agreement.

6.2 Early termination

Should the Purchaser

Supplier shall have the right, in addition to any other rights and remedies, to terminate this Agreement upon written notice in the event the Purchaser fails to pay any portion

In such case, the ownership right to the Patents and the rights to use the invention covered by the Patents, know-how and any Confidential Information of the Supplier

by Purchaser will end, all the rights shall return to Supplier in full, and the Patents shall

6.3 Arbitration

Any dispute, controversy or claim arising under, out of or relating to this contract and any subsequent amendments of this contract, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be referred to a

The present Agreement with all its constituent parts has been drawn up in two identical copies. Each party shall receive one copy.

6.4 Signatures

The present Agreement shall enter into force after being dated and signed by both parties and one countersigned copy is in the possession of each party.



Flawil Switzerland, Date:

For:
BÜCHI Labortechnik AG

.....
Name:
Function

.....
Name
Function

Prague Czech Republic, Date:

For:
**University of Chemistry
and Technology, Prague**

.....
Name:
Function

.....
Name
Function

Annexes

Date: ____ - ____ - ____

For and on behalf of University of Chemistry and Technology,
Prague / Za Vysokou školu chemicko-technologickou v Praze

For and on behalf of BÜCHI Labortechnik AG / Za BÜCHI
Labortechnik AG

Technická 5, 165 28 Praha 6
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