RESEARCH SERVICE AGREEM ENT

This RESEARCH SERVICE AGREEMENT is made by and between VIB vzw (“VIB”), having its offices at Rijvisschestraat 120, Zwijnaarde B-9052, Belgium, and Institute of Experimental Botany of the Czech Academy of Sciences, Rozvojová 263, 165 02 Prague 6 - Lysolaje, Czech Republic (“IEB CAS CZ”).

Whereas VIB has expertise in AP-MS and TurboID-MS, in particular in its Interactomics Facility led by Prof. Geert De Jaeger;

Whereas IEB CAS CZ wishes to apply some baits for VIB to perform AP-MS and TurboID- MS technology in order to identify potential protein interactors;

Thereto, PARTIES agree as follows:

# ARTICLE 1 – DEFINITIONS

For the purpose of this AGREEMENT, the following definitions, which may appear both in singular and in plural, shall apply.

* 1. “AGREEMENT” shall mean this research service agreement.
	2. “CONFIDENTIAL INFORMATION” shall mean any and all information and data disclosed by either PARTY to the other in furtherance of this AGREEMENT, whether such information or data is stored on electronic media, as well as written and oral information and data. Information disclosed in the course of the discussions between the parties shall constitute "CONFIDENTIAL INFORMATION" subject to this AGREEMENT if, in the case of information disclosed in written or other tangible form, the information when disclosed is conspicuously labeled as "confidential" or with a similar legend and, in the case of information disclosed orally, the disclosing party notifies the receiving party of the confidential nature of the information at the time of oral disclosure.
	3. “EFFECTIVE DATE” shall mean the date the last PARTY signs this AGREEMENT.
	4. “MATERIAL” shall mean the material actually transferred from one PARTY to the other in the conduct of the RESEARCH PROGRAM, together with any parts or sub- units, descendants, progeny, mutants, mutations or other derivatives thereof.
	5. “PARTY” shall mean VIB or IEB CAS CZ when used in singular and shall mean VIB and IEB CAS CZ when used in plural.
	6. “INTERACTOMICS FACILITY” shall mean the Interactomics Facility led by Geert De Jaeger.
	7. “RESEARCH PROGRAM” shall mean the collaborative research performed by the INTERACTOMICS FACILITY as described in Annex 1.
	8. “RESULTS” shall mean any and all data, findings, results and/or inventions, whether patentable or not, generated in the performance of the RESEARCH PROGRAM other than improvements to the AP-MS or TurboID-MS method.
	9. “TERM” shall mean the duration of the RESEARCH PROGRAM: 4 months.

# ARTICLE 2 – RESEARCH

* 1. Research. The INTERACTOMICS FACILITY shall do reasonable scientific efforts to perform the research as described in the RESEARCH PROGRAM in Annex 1. IEB CAS CZ shall provide VIB with the information and/or MATERIALS that are necessary for VIB to carry out its work under the RESEARCH PROGRAM.
	2. Reporting. VIB will discuss the progress of the RESEARCH PROGRAM with IEB CAS CZ on a regular basis and will provide IEB CAS CZ with a written report summarizing the RESULTS obtained in the RESEARCH PROGRAM.
	3. Payments. In consideration of VIB performing the research as described in the RESEARCH PROGRAM in Annex 1, IEB CAS CZ shall pay to VIB the amount of 3600 € (three thousand six hundred Euro) per experiment (3 TAP purifications with crosslinking on the same culture incl. LC-MS/MS analysis). Therefore, VIB shall send an invoice to the IEB CAS CZ at completion of the RESEARCH PROGRAM. The payment term shall be 30 days on invoice. Any VAT that is due to this amount shall be chargeable to IEB CAS CZ. Upon signing this Agreement, IEB CAS CZ shall provide to VIB the necessary details for VIB invoices to be diligently processed and executed, such as but not limited to: contact person, purchase order number, project number, invoicing address, VAT number, etc.
	4. Amendments. Amendments to the RESEARCH PROGRAM need to be approved by both PARTIES and the PARTIES shall discuss and agree upon the financial consequences of the mutual agreed amendment.

# ARTICLE 3 – TRANSFER OF MATERIAL

* 1. General. In the framework of this AGREEMENT, PARTIES may transfer MATERIAL to one another, which transfer shall be subject to the conditions of this AGREEMENT. PARTIES shall list such material in Annex 2 to this AGREEMENT and shall keep it up to date after each transfer of material.
	2. Ownership. The supplying PARTY shall remain the sole owner of the MATERIAL, unless differently expressed in this AGREEMENT.
	3. Restricted Use. The receiving PARTY shall utilise the MATERIAL solely in the framework of the RESEARCH PROGRAM and shall in no case seek or have any person or corporate body seeking any commercial use of the MATERIAL or any other material that could not have been made but for the MATERIAL, unless explicitly agreed upon in this AGREEMENT. Any MATERIAL remaining upon completion of the RESEARCH PROGRAM shall be returned to the supplying PARTY or destroyed immediately.
	4. No Transfer to Third Parties. The receiving PARTY shall not transmit by any means whatsoever all or part of the MATERIAL to any third party without the prior and written consent of the supplying PARTY.
	5. Compliance with Regulations. The receiving PARTY will use the MATERIAL in compliance with all laws and regulations both nationally and internationally, including regulations for work with recombinant material.

# ARTICLE 4 – CONFIDENTIALITY, PUBLICATIONS

* 1. Treatment of CONFIDENTIAL INFORMATION. The receiving PARTY shall maintain the CONFIDENTIAL INFORMATION in confidence, and shall not, without written permission from the disclosing PARTY, disclose, divulge or otherwise communicate such CONFIDENTIAL INFORMATION to others, except to employees, consultants and/or contractors who are bound by like terms of confidentiality, nor use it for any purpose, except pursuant to, and in order to carry out, the terms and objectives of this AGREEMENT. The receiving PARTY further agrees to exercise every reasonable precaution to prevent and restrain the unauthorized disclosure of such CONFIDENTIAL INFORMATION by any of its employees, consultants, contractors and licensees.
	2. Release from Restrictions. The provisions of section 4.1 shall not apply to any CONFIDENTIAL INFORMATION that:
		1. at the time a PARTY discloses it to a third party or uses it, is generally known to the public through no fault of such PARTY; or
		2. at the time a PARTY uses it or discloses it to a third party, has been made available to such PARTY by a third party having the lawful rights to do so without breaching any such obligation of nonuse or confidentiality to any party to this AGREEMENT; or
		3. is proven by the receiving PARTY to have been independently developed by the receiving PARTY without making use of the Confidential Information; or
		4. the receiving PARTY is required to disclose to comply with applicable laws, or to comply with governmental regulations, provided that the receiving PARTY provides prior written notice of such disclosure to the other PARTY and takes reasonable and lawful actions to avoid and/or minimize the degree of such disclosure.
	3. Publications. VIB shall not publicly disclose any RESULTS without the prior and written approval from IEB CAS CZ, which approval shall not unreasonably be withheld. IEB CAS CZ agrees to include Daniel Van Damme and one of the co- workers of the INTERACTOMICS FACILITY as co-authors in any publication disclosing RESULTS.
	4. Confidential Terms. Each PARTY agrees not to disclose any terms of this AGREEMENT to any third party without the consent of the other PARTY; provided however that disclosures may be made as required by securities or other applicable laws, or to actual or prospective corporate partners, or to a PARTY’s accountants, attorneys and other professional advisors.

# ARTICLE 5 –INTELLECTUAL PROPERTY RIGHTS

* 1. Ownership of RESULTS. The RESULTS shall be owned solely by IEB CAS CZ and IEB CAS CZ shall be free to exploit the same at its discretion. In addition, IEB CAS CZ grants to VIB a royalty-free non-exclusive license to use the RESULTS for VIB’s internal research purposes. Improvements to the tandem affinity purification method will remain the ownership of VIB.

# ARTICLE 6 - WARRANTIES, REPRESENTATIONS, DISCLAIMERS

* 1. Representations and Warranties. Each PARTY warrants and represents that it is entitled to enter into this AGREEMENT and to meet any and all of the obligations that may arise on its part out of this Agreement. VIB warrants and represents that it shall use its reasonable scientific efforts to carry out the RESEARCH PROGRAM.
	2. Disclaimer. Apart from the warranties set forth under 6.1, VIB makes no other warranty, express or implied, including any warranty of merchantability, title or fitness for a particular use of RESULTS. In particular, VIB does not warrant that the use of RESULTS will not infringe intellectual property rights.
	3. Disclaimer of Warranty for MATERIALS. Each PARTY acknowledges and accepts that any MATERIALS it may receive from the other PARTY pursuant to this AGREEMENT:
		1. are experimental in nature and/or may not have been fully researched; are provided “as is”; and/or may have hazardous properties.
		2. As of the moment it takes receipt thereof, said MATERIALS are provided to it and subsequently used by said PARTY entirely at said PARTY’s own risk and without any liability to the providing PARTY.

# ARTICLE 7 - TERM AND TERMINATION

* 1. Term. This AGREEMENT shall enter into effect on the EFFECTIVE DATE and shall remain in full force and effect for the TERM unless both PARTIES agree to extend the RESEARCH PROGRAM or unless both PARTIES agree to terminate the AGREEMENT.
	2. Termination. Notwithstanding Article 7.1, if a PARTY defaults in the performance of, or fails to be in compliance with, any material provision, condition or covenant of this AGREEMENT, and any such default or non-compliance shall not have been remedied, or steps initiated to remedy the same, to the reasonable satisfaction of the other PARTY within 60 (sixty) days after receipt by the defaulting PARTY of a pertinent written notice by said other PARTY, said other PARTY shall have the right, at its sole discretion, to either defer, upon written notice to the defaulting PARTY, the performance of its obligations under this AGREEMENT until such time that such default or non-compliance has been remedied, or to forthwith terminate this AGREEMENT in writing, such termination being effective as from the date of said writing.
	3. Effect of Termination:
		1. Accrued Rights and Obligations. Termination of this AGREEMENT for any reason shall not release any PARTY hereto from any obligation which, at the time of such termination, has already accrued and become due to the other PARTY or which is attributable to a period prior to such termination nor preclude either PARTY from pursuing any rights and remedies it may have hereunder or at law or in equity with respect to any breach of this AGREEMENT.
		2. Return of Confidential Information and Materials. Upon any termination of this AGREEMENT, IEB CAS CZ and VIB shall promptly return to the other party all CONFIDENTIAL INFORMATION and MATERIALS received from the other PARTY.
		3. Survival. In addition to any provision of this AGREEMENT that expressly survives the termination of this AGREEMENT, the provisions of article 1 (“DEFINITIONS”), article 4 (“CONFIDENTIALITY, PUBLICATIONS”), sections 6.2 and 6.3, section 7.3 and article 8 (“MISCELLANEOUS”) shall survive termination of this AGREEMENT.

# ARTICLE 8 - MISCELLANEOUS

* 1. No implied rights. Other than expressly provided for in this AGREEMENT, nothing in this AGREEMENT grants or shall be construed to grant to any PARTY any right and/or any license to any intellectual property right or application therefor (including but not limited to patent applications or patents) which are held by and/or in the name of the other PARTY and/or which are controlled by the other PARTY, or to any CONFIDENTIAL INFORMATION received from the other PARTY.
	2. Independent Contractors. Both PARTIES are independent contractors under this AGREEMENT. Consequently, nothing in this AGREEMENT is intended or may be construed so as to establish a partnership or joint venture between the PARTIES and neither PARTY shall have the authority (actual or apparent) to bind the other PARTY.
	3. Entire Agreement; Amendment. This AGREEMENT constitutes the entire AGREEMENT between the parties with respect to the subject matter hereof and supersedes and cancels all previous discussions, agreements, commitments and writings in respect thereof. No amendment or addition to this AGREEMENT shall be effective unless reduced to writing and executed by the authorized representatives of the PARTIES.
	4. Indemnification. IEB CAS CZ shall indemnify and hold harmless VIB and its directors, employees and researchers from and against any claims or liabilities which might arise as a result of IEB CAS CZ’s use of RESULTS, except if such claims or liabilities arise from VIB’s wilful misconduct.
	5. Force Majeure. Neither PARTY shall be held in breach of its obligations hereunder to the extent only that due performance or observance of such obligation is prevented or delayed by war and other hostilities, civil commotion, accident, trade disputes, acts or restraints of government imposition or restrictions of imports or exports or any other cause not within the control of the PARTY concerned. The PARTY concerned shall forthwith notify the other party of the nature and effect of such event and both parties shall, where the same is practicable, use every reasonable endeavour to minimize such effect and to comply with the respective obligation herein contained as nearly as may be in their original form.
	6. Assignment. Neither PARTY shall assign all or part of its rights or obligations under this AGREEMENT without the prior written consent of the other PARTY.
	7. Severability. In the event any one or more of the provisions of this Agreement should for any reason be held by any court or authority having jurisdiction over this Agreement or any of the Parties hereto be invalid, illegal or unenforceable, such provision(s) shall be validly reformed to as nearly approximate the intent of the Parties as possible and if unreformable, the Parties shall meet to discuss what steps should be taken to remedy the situation; elsewhere, this Agreement shall not be affected.
	8. Notices. All notices, requests, reports and other communications provided in this Agreement shall be in writing and shall be deemed to have been made or given:

(a) when delivered, if delivered by hand; (b) when confirmation of transmission received, if sent by facsimile or the like; (c) two days following deposit with an overnight courier; or (d) on the date ten business days following deposit, as certified or registered mail, with the postal service of the country of the party providing notice:

To VIB: To IEB CAS CZ:

VIB vzw Rijvisschestraat 120

9052 Zwijnaarde, Belgium Attn: Managing director

Tel: + 32 9 2446611

Fax:+ 32 9 2446610

Laboratory of Integrative Structural Biology IEB CAS CZ

Rozvojová 263,

165 02 Prague 6 - Lysolaje, Czech Republic

Attn:

@ueb.cas.cz

Tel. +420

* 1. Governing law. The validity, construction, and performance of this AGREEMENT shall be governed by Belgian law and shall be subject to the exclusive jurisdiction of the Belgian courts to which the parties hereby submit. Any action(s) that may arise out of this AGREEMENT shall be brought before a competent court of adequate jurisdiction in Belgium.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed by their duly authorized representatives.

1. VIB, vzw

REVIEWED AND APPROVED TO :

FOR APPROVAL

signature

Yadira Olvera Carrillo VIB Business Development Manager

06 December 2023

signature

by: Dr. Jérôme Van Biervliet by: Prof. Geert De Jaeger

title: Managing Director title: Associate Department Director

date:

07 December 2023

date: 06 December 2023

1. IEB CAS CZ

signature signature

by: by:

title: title:

date: date:

Annex 1: RESEARCH PROGRAM

# TAP-XL-MS

Three large scale TAP purifications (+1% digitonin) will be performed on existing transgenic cell culture 35S-CALS1-GSrhino. On-bead crosslinking will be performed with BS3 or DSSO, to be decided by Roman Pleskot. LC-MS/MS analysis will be done with 3 hr runs on Q Exactive HF or Fusion Lumos, data-analysis included. Expected delivery time of RESULTS is 3 months. Cost is 3600€.