

INTER-INSTITUTIONAL AGREEMENT

This Inter-Institutional Agreement (“**Agreement**”) is made and entered into as of the 25th day of April, 2024 (“**Effective Date**”) between the Lead Institution and Other Institution identified below in the Transaction Terms and hereinafter individually referred to as a “Party” and collectively as the “Parties”.

The Parties hereby agree as follows:

Part 1 – Transaction Terms

<u>Lead Institution</u> Johns Hopkins University (“JHU”) Johns Hopkins Technology Ventures 1812 Ashland Avenue, Suite 110 Baltimore, MD 21205 Attn: Executive Director, Technology Transfer Email: [REDACTED]		<u>Other Institution</u> Institute of Organic Chemistry and Biochemistry of the Czech Academy of Sciences (Ustav organické chemie a biochemie AV CR, v.v.i.) (“IOCB”) Flemingovo nám. 542/2, Prague 6, 166 10, Czech Republic		
<i>Patent Rights</i>	<i>Internal Reference No.</i>	<i>Serial No./Date of Filing</i>	<i>Title</i>	<i>Inventors (including employer at time of invention)</i>
	[REDACTED]			
<i>Share of Net Consideration</i>	[REDACTED]			
<i>Share of Patent Expenses</i>	[REDACTED]			
<i>Patent Expense Notice Level</i>	[REDACTED]			
<i>Consequences of Withdrawal</i>	[REDACTED]			
<i>Past Patent Expenses</i>	[REDACTED]			

Administration Fee	
Third-Party Interests	

Part 2 – General Terms

1. Definitions. The following capitalized terms have the meanings set forth below.

- 1.1 “Administration Fee” means the fee retained by Lead Institution as consideration for acting as lead under this Agreement. The amount of the Administration Fee, if any, is calculated as a percentage of License Consideration after subtracting Patent Expenses reimbursed therefrom.
- 1.2 “License Agreement” means any agreement entered into by both Lead Institution and the Other Institution or by Lead Institution acting on behalf of both Lead Institution and the Other Institution granting Licensee the right to make, use, offer to sell and/or sell products or services covered by Patent Rights, or any agreement granting an option for such a license, including material transfer agreements.
- 1.3 “License Consideration” means collectively all money and other items of value (excluding research grants), including up-front license fees (whether cash, equity, or other consideration), annual maintenance fees, patent expense reimbursements, milestone fees, minimum royalties, earned royalties, and other consideration received from a Licensee or its sublicensees, or otherwise received on account of licensing or optioning the Patent Rights.
- 1.4 “Licensee” means a third party who has been granted an interest in the Patent Rights pursuant to a License Agreement with Lead Institution.
- 1.5 “Net Consideration” means the License Consideration less the Administration Fee and unreimbursed Patent Expenses paid by the Parties.
- 1.6 “Patent Expenses” means all reasonable, out-of-pocket expenses incurred relating to the preparation, filing, prosecution, maintenance or defense of Patent Rights, both past and future. For avoidance of doubt, the salaries and costs of each Party’s technology transfer office or legal affairs office are not included as out-of-pocket expenses for purposes of calculating the Patent Expenses.
- 1.7 “Patent Rights” means worldwide rights to the inventions described and claimed in the patents and patent applications identified as Patent Rights in the Transaction Terms; reissues, reexaminations, renewals, extensions, divisionals, continuations (including continuations-in-part (CIPs) only to the extent that the claims in such CIPs are entitled to the priority date of, and fully supported by, another patent or application in the Patent Rights) of the foregoing; and any foreign counterparts and any other forms of protection

directed to the inventions covered by the patents and patent applications identified as Patent Rights in the Transaction Terms.

- 1.8 “Share of Net Consideration” means the respective percentage of Net Consideration allocated to each Party and as set forth in the Transaction Terms.
- 1.9 “Share of Patent Expenses” means the respective responsibility for Patent Expenses as allocated to each Party and as set forth in the Transaction Terms.
- 1.10 “Third-Party Interests” means rights of research sponsors (other than the U.S. government) or other third parties in the Patent Rights or in the proceeds of licensing the Patent Rights, other than inventors’ interest under the Parties’ intellectual property policies. The Third-Party Interests, if any, are identified in the Transaction Terms.

2. Patent Prosecution and Protection

- 2.1 Authority to File Patents. The Lead Institution shall have the responsibility and authority to take all reasonable actions necessary and appropriate to seek patent protection for the Patent Rights in accordance with the terms of the Agreement. The Lead Institution may not delegate this authority to a Licensee, unless stated otherwise in Exhibit A or unless such delegation is approved by the Other Institution for a particular Licensee (or deemed approved in accordance with Paragraph 3.3). Although the Lead Institution shall have the ultimate decision authority in these matters, the Lead Institution shall use reasonable efforts to keep the Other Institution reasonably informed as to all material matters relevant to the patent prosecution process and decision matters, and the Lead Institution shall give due consideration to any recommendations made by the Other Institution concerning the patent prosecution matters. Lead Institution will provide, or direct outside patent counsel to provide, Other Institution with all serial numbers and filing dates, together with copies of all applications in the Patent Rights and patents that issue from the Patent Rights, including copies of all office actions, responses and all other communications from the U.S. Patent and Trademark Office and the patent offices in any other jurisdictions.
- 2.2 Foreign Patent Prosecution. In instances where there is no commitment from a Licensee to reimburse Patent Expenses, Lead Institution shall consult with the Other Institution regarding foreign filings reasonably in advance of the filing deadline. If the Other Institution is not willing to support its Share of Patent Expenses for any such foreign filing, it shall so notify the Lead Institution in writing and the consequences stated under Paragraph 2.4 will apply.
- 2.3 Abandonment of Patent Rights. The Lead Institution shall not abandon the prosecution of any patent application (except in favor of a continuation, divisional or continuation-in-part application) or the maintenance of any Patent Rights without notifying the Other Institution in writing at least ninety (90) days in advance of any applicable deadline and allowing the Other Institution the opportunity to prosecute or maintain such Patent Rights at its sole expense in the name of Other Institution and Lead Institution in accordance with Paragraph 2.4.

- 2.4 Consequences of Declining Payment of Patent Expenses. If a Party elects to abandon particular Patent Rights or elects to not pay or discontinue paying its Share of Patent Expenses and thereby become a declining party, then the other Party may elect to: (a) pay the declining party's Share of Patent Expenses and the Agreement remains in force; or (b) terminate the Agreement by providing thirty (30) days prior written notice.
- 2.5 Patent Assignments. Lead Institution will record assignments of Patent Rights in the names of the Lead Institution and the Other Institution in the United States Patent and Trademark Office and other government patent offices, as applicable, and will provide Other Institution with a photocopy of each recorded assignment.

3. Licensing

- 3.1 Exclusive Right to License. Other Institution hereby grants to Lead Institution the exclusive right to negotiate and administer any License Agreement covering Patent Rights in accordance with the terms of this Agreement. Notwithstanding the foregoing, Other Institution will be made party and signatory of any License Agreement. Neither the Lead Institution nor the Other Institution will license the Patent Rights (other than to the U.S. government, if applicable) without the consent of the other party unless this Agreement is terminated.
- 3.2 Efforts to License. Lead Institution will use reasonable efforts, consistent with its usual practices, to seek Licensee(s) for the commercial development of Patent Rights and will administer the License Agreement for the mutual benefit of the Parties and in the public interest. Lead Institution shall exercise its reasonable efforts to ensure that any Licensee shall fully comply with the terms of any License Agreement. Under no circumstances shall Lead Institution be liable to Other Institution for monetary damages for any alleged failure by Lead Institution to meet the obligations stated in this Paragraph 3.2.
- 3.3 License Agreement. Lead Institution will have the authority to enter into negotiations and execute License Agreement pursuant to the Other Institution's consent, subject to compliance with this paragraph and Paragraph 3.6. Lead Institution will provide Other Institution with substantially all draft versions of any License Agreement or amendment to a License Agreement throughout the negotiation process and allow sufficient time for the Other Institution to review, comment, and approval of such Agreement. Each of the Parties acknowledges that it may not withhold approval of a License Agreement or amendment because of its expected financial return (e.g., royalties or equity level). Any License Agreement shall be executed by authorized representatives of each of the Lead Institution and the Other Institution in sufficient counterparts to allow the Other Institution to keep one counterpart.
- 3.4 Reserved Rights. Each Party expressly reserves the right to use the Patent Rights and associated inventions or technology for educational and research purposes, and to grant such educational and research rights to other non-profit institutions.
- 3.5 No Agency Relationship. This Agreement does not create an agency relationship between the Parties.

- 3.6 Terms of License Agreements. License Agreements must include, without limitation, the terms identified in Exhibit A and be consistent with any policies of the Other Institution identified in Exhibit A, except to the extent that a License Agreement with deviations therefrom is approved by the Other Institution.
- 3.7 Equity in Licensees. If the consideration for a grant of a license to the Patent Rights includes equity in the Licensee, the Lead Institution shall in accordance with its regular practices either: (a) allocate the equity among the Parties in accordance with each Party's Share of Net Consideration after giving effect to the Administration Fee, if any, and promptly distribute to the Other Institution its share of the equity; or (b) hold such equity until it receives cash on account of such equity whether by way of dividend, sale of shares, merger or other transaction or event and then allocate and distribute such cash as License Consideration hereunder.
- 3.8 No Implied License. This Agreement grants no express or implied license in any rights of either Party except for the rights explicitly granted in Patent Rights.

4. Financial Terms

4.1 Patent Expenses

- (a) The Patent Expenses invoiced to the Parties prior to the Effective Date are identified as Past Patent Expenses in the Transaction Terms. Within ninety (90) days of the Effective Date, the other Parties shall pay their Share of Patent Expenses with respect to the Past Patent Expenses to the Parties that incurred such expenses.
- (b) The Lead Institution shall be solely responsible for reviewing and approving all Patent Expenses incurred after the Effective Date and for ensuring that all Patent Expenses are paid in a timely manner. The Lead Institution shall furnish to the Other Institution copies of all invoices for Patent Expenses on a regular basis. The Other Institution, within ninety (90) days after receipt of the invoices, shall reimburse to the Lead Institution its Share of Patent Expenses which have been paid by the Lead Institution and not reimbursed by a Licensee. Notwithstanding the foregoing, Other Institution shall not be responsible for reimbursing Patent Expenses in excess of the cap, if any, set forth in the Transaction Terms absent the Lead Institution notifying the Other Institution in advance of incurring expenses in excess of the cap. In the event such advance notice is given, the Other Institution may elect to pay its Share of Patent Expenses for such overage or decline to pay such overage and have the consequences stated in Paragraph 2.4 apply.
- (c) Upon at least ninety (90) days prior written notice from the Other Institution to the Lead Institution, the Other Institution may decline to pay its Share of Patent Expenses incurred after such notice period for one or more types of anticipated Patent Expenses (e.g., expense for continuing to prosecute a particular patent application, or for maintenance of a particular patent). As a result of such a

decision, if the other Party pays such Patent Expenses, then the consequences stated in Section 2.4 will apply.

4.2 License Consideration

(a) The Lead Institution shall have the responsibility, obligation and authority to receive and collect any License Consideration payable under the License Agreement, and perform such audits under the License Agreement as the Lead Institution deems appropriate. The Lead Institution shall keep the Other Institution informed as to all receipts of the License Consideration in accordance with paragraph 5.2. The Lead Institution shall keep the Other Institution reasonably informed of any material delinquencies, deficiencies or defaults by the Licensee in performing the License Agreement.

(b) The Lead Institution shall deduct from the License Consideration and retain for itself or reimburse the Other Institution the following amounts: (i) first, the Patent Expenses (which shall be distributed to the Parties in proportion to the Patent Expenses actually paid by each Party and not yet reimbursed, including Past Patent Expenses); and (ii) second, the Administration Fee, if any. The Net Consideration shall be distributed to the Other Institution in accordance with the Share of Net Consideration set forth in the Transaction Terms. Each Party will be responsible for paying out of its Share of Net Consideration any obligations it owes with respect to Third-Party Interests, unless stated otherwise in the Transaction Terms. The Lead Institution may not deduct or retain for itself or reimburse the Other Institution for any costs or expenses other than Patent Expenses, unless otherwise agreed in writing by the Parties.

4.3 Allocation of Proceeds. If the Lead Institution licenses the Patent Rights together with other patent or intellectual property rights controlled by Lead Institution that are not covered by this Agreement, the Parties shall negotiate in good faith to determine the portion of the gross licensing proceeds received under the License Agreement that are attributable to the Patent Rights.

4.4 Inventors. Each Party will be solely responsible for calculating and distributing to its respective inventors their share of Net Consideration or equity allocated to it under Paragraph 3.7(a) in accordance with the Party's own policy.

5. **Records, Reports and Audits**

5.1 Books and Records. Lead Institution shall keep complete, true and accurate accounts of all Patent Expenses and of all License Consideration received by it from each Licensee of the Patent Rights and shall permit the Other Institution to examine its books and records in order to verify the payments due or owed under this Agreement.

5.2 Payment Reports. The Lead Institution shall make the calculations as to the allocation of that License Consideration in accordance with the terms of the Agreement and furnish to the Other Institution a written report of such receipts and calculations. With such report, the Lead Institution shall deliver to the Other Institution the Share of Net Income for the

Other Institution as shown in said calculations, if any. Such reports and distributions shall be provided with the same frequency that Lead Institution distributes revenue to its inventors, but no less frequently than once per year. Lead Institution shall provide the Other Institution copies of reports, sublicense agreements and other material documents received from Licensees.

- 5.3 Annual Reports. Upon request by Other Institution, Lead Institution shall submit to Other Institution an annual report setting forth the status of all patent prosecution, commercial development and licensing activity relating to the Patent Rights for the preceding year.
6. **Patent Infringement**. If either Party learns of a potential infringement of the Patent Rights, it will promptly notify the other Party hereto. Subject to the rights granted to Licensee in any License Agreement, the Parties agree to discuss the situation and determine in good faith how best to proceed.
7. **Notice**. Any notice or payment required to be given to a Party under this Agreement shall be addressed to the Party at the address identified in the Transaction Terms. Either Party may notify the other in writing of a change of address, in which event any subsequent communication relative to this Agreement shall be sent to the last said notified address. All notices and communications relating to this Agreement will be deemed to have been given when received.
8. **Confidentiality of Licensee Information**. If required by a License Agreement, each Party shall, to the extent permitted by law, keep the terms of such License Agreement and any business information received from the Licensee (e.g., revenues, business development reports, milestones accomplished, sublicensee information and sublicense agreements) confidential, except that a Party may: (i) report revenue it receives in accordance with its reporting requirements to sponsors and may include such revenue in aggregate licensing revenue reported by such Party; and (ii) reveal confidential information if it is required by any law, regulation, or court order to be disclosed by that party, provided that prior to making any disclosure such party will give timely written notice thereof to the discloser of the confidential information to allow the discloser an opportunity to prevent disclosure.
9. **Term and Termination**
- 9.1 Term. This Agreement is effective from the Effective Date and will remain in effect for the life of the last-to-expire patent under Patent Rights, or in the event no patent contained in Patent Rights issues or such patents or patent applications are abandoned, then one (1) year after the last patent or patent application is abandoned, unless otherwise terminated by operation of law or by acts of the parties in accordance with the terms of this Agreement.
- 9.2 Early Termination. Any Party may terminate the Agreement without cause at any time after three (3) years have passed from the Effective Date with ninety (90) days prior written notice to the other Party, unless either: (a) there is a License Agreement in effect at the time of termination with respect to the Patent Rights; or (b) the Lead Institution notifies the terminating party that it is actively engaged in good faith negotiations with a bona fide potential Licensee and the Lead Institution consummates a License Agreement with such potential Licensee within one hundred twenty (120) days of the notice of

termination. Either Party may terminate this Agreement for cause by written notice in the event the other Party breaches this Agreement and does not cure the breach within thirty (30) days of written notice. For the purpose of this paragraph, "actively engaged" shall mean that there has been at least one exchange of a draft License Agreement or term sheet between the Lead Institution and the bona fide potential Licensee within sixty (60) days after receipt of the notice of termination. In addition, a Party may elect to terminate the Agreement in the circumstances specified in Paragraph 2.4. Notwithstanding the foregoing, provided that, after early termination pursuant to this Section 9.2, and while the last-to-expire patent remains valid or (if no patent is issued) any patent application under Patent Rights remains pending, any of the Parties identifies and is actively engaged in negotiations with a bona fide potential Licensee, the Parties will discuss in good faith to determine how to manage the patent prosecution and licensing. For the avoidance of doubt, termination of this Agreement does not affect the principle that grant of any license under the Patent Rights shall be made jointly by the Parties.

- 9.3 Effect of Agreement Termination on Patent Rights. The Parties hereby agree that after effective termination of the Agreement pursuant to paragraph 9.2 of this Agreement, and subject to any previously signed License Agreement, each Party may separately license its interest in the Patent Rights on a worldwide basis. There are no ongoing obligations to share Patent Expenses or share or account for revenues under such licenses, except to the extent mandated by the laws of foreign jurisdictions.
- 9.4 Other Effects of Termination.
- (a) Termination shall not affect any previously signed License Agreement or the distribution of License Consideration thereunder if still appropriate; and the applicable provisions of the Agreement shall continue to be applied.
 - (b) Termination of this Agreement will not relieve any Party of any obligation or liability accrued under this Agreement before termination, or rescind any payments made or due before termination.
 - (c) Apart from the provisions specifically set forth in this Paragraph 9, the Parties will have no further rights or obligations under the Agreement.
- 9.5 Surviving Terms. Any termination of this Agreement pursuant to this Paragraph 9 will not affect the rights and obligations set forth in this Paragraph 9 as well as the following Sections of the General Terms, all of which shall survive termination: 8 (Confidentiality of Licensee Information), 11 (Disclaimer; Limitations); and 14 (Governing Law).

10. Representations

- 10.1 Assignment by Inventors. Each Party represents that its inventors are obligated to assign to such Party all of the inventors' rights in the Patent Rights, and that such Party will use diligent efforts to cause its inventors to sign any additional papers as may be necessary to evidence such assignment.

- 10.2 **No Conflict.** Except for the rights, if any, of the U.S. government resulting from federal funding for the research which resulted in the Patent Rights or Third-Party Interests identified in the Transaction Terms, each Party represents that, to the knowledge of its technology transfer office or other licensing office or department, it has not granted any rights to any entity or person in the Patent Rights.
11. **Disclaimers; Limitations.** Except as set forth in Section 10, NEITHER PARTY EXTENDS ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PATENT RIGHTS. In addition, EACH OF THE PARTIES EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE PRACTICE OF THE PATENT RIGHTS WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER RIGHTS OF THIRD PARTIES. No Party will make statements, representations, or warranties, or accept liabilities or responsibilities, with respect to or potentially involving the other Party, that are inconsistent with this Paragraph. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL ANY PARTY BE RESPONSIBLE FOR ANY INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, EXEMPLARY DAMAGES OF ANY KIND, LOST GOODWILL, LOST PROFITS, LOST BUSINESS AND/OR ANY INDIRECT ECONOMIC DAMAGES WHATSOEVER REGARDLESS OF WHETHER SUCH DAMAGES ARISE FROM CLAIMS BASED UPON CONTRACT, NEGLIGENCE, TORT (INCLUDING STRICT LIABILITY OR OTHER LEGAL THEORY), A BREACH OF ANY WARRANTY OR TERM OF THIS AGREEMENT, AND REGARDLESS OF WHETHER A PARTY WAS ADVISED OR HAD REASON TO KNOW OF THE POSSIBILITY OF INCURRING SUCH DAMAGES IN ADVANCE.
12. **Sponsor Reporting.** Each Party is responsible for reporting the Patent Rights to its own government and other research sponsors as may be required, provided that if Lead Institution and the Other Institution both received federal funding for the research that resulted in the Patent Rights, then the Lead Institution will take responsibility for the federal reporting, and provide viewing rights or copies of sponsor reports to the Other Institution.
13. **Use of Names.** Each Party agrees that it shall not use the name, logos or trademarks of any other Party or a Licensee in any advertising or publicity material, or make any form of representation or statement which would constitute an express or implied endorsement by such other Party of any licensed product, and that it shall not authorize others to do so, without having obtained written approval from such other Party or Licensee. Specifically as it relates to Lead Institution, the name of The Johns Hopkins University or The Johns Hopkins Health System or any of its constituent parts, such as the Johns Hopkins Hospital, Johns Hopkins Medicine or any contraction thereof or the name of inventors in any advertising, promotional literature, Websites, electronic media applications, sales literature, fundraising documents, or press releases and other print or electronic communications shall not be used for any purpose without prior written consent from an authorized representative of Lead Institution. Any request to make use of such names shall be made at least seven business days in advance of any proposed use and may be made by written request through Lead Institution's technology transfer office, Johns Hopkins Technology Ventures ("JHTV").
14. **Governing Law.** The Agreement will be governed by and interpreted, and its performance enforced in accordance with the laws of England and Wales, without giving effect to the choice of law and conflicts of law principles, except that the scope and validity of any patent application or

patent will be governed and enforced by the laws of the applicable country of the patent application or patent.

15. **Publication.** Each Party reserves the right to publish related to the Patent Rights, in accordance with each Party's own policies and practices. Authorship of any publication resulting from the Research Project(s) shall be determined by mutual agreement of the Parties in accordance with internationally recognized academic standards for recognition of authorship. The publishing Party shall use good faith efforts to reference or credit the other Party where appropriate. A License Agreement shall not give Licensee the right to review an advance copy of the proposed publication by any of the Parties relating to the Patent Rights unless such Party has specifically agreed in advance to the inclusion of and scope of such provision.
16. **Complete Agreement.** This Agreement sets forth the complete agreement of the Parties concerning the subject matter hereof. No waiver of or change in any of the terms hereof subsequent to the execution hereof claimed to have been made by any representative of either Party shall have any force or effect unless in writing, signed by duly authorized representatives of the Parties.
17. **Signature.** Any License Agreement shall be executed manually in original counterparts. The Parties may exchange scanned or electronic signed documents in advance.
18. **Register of Contracts.** The Parties acknowledge that any License 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 Contracts ("RCA") by the Other Institution. The Parties have agreed that prior to disclosure of any License Agreement in accordance with the RCA, any and all provisions of this Agreement and appendices thereto designated by the Parties as business secrets prior to the signing of this Agreement shall be redacted (blackened); the Parties and the Licensee shall designate provisions of each License Agreement and appendices that are deemed to contain business secret. Other Institution undertakes to redact (blacken) such provisions prior to disclosure. The obligatory disclosure of this Agreement pursuant to the Act on the Register of Contracts shall be made by the Other Institution.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate counterparts, each of which shall be deemed to constitute an original, effective as of Effective Date. The undersigned verify that they have the authority to bind to this Agreement the party on behalf of which they are executing.

This Agreement includes the following Exhibit:

- EXHIBIT A: *License Agreement Requirements.*

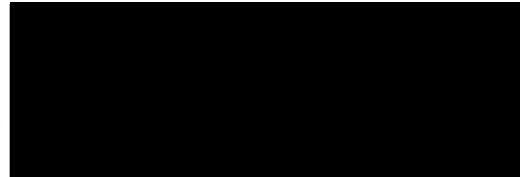
THE JOHNS HOPKINS UNIVERSITY

IOCB

By



By



Name Steven L. Kousouris
Title Executive Director
Johns Hopkins Technology Transfer

Name Jan Konvalinka
Title Director

Date 4/9/2024

Date 25 April 2024

IIA Signature Page

Exhibit A
License Agreement Requirements

