

MATERIAL TRANSFER AGREEMENT
(Hereinafter referred to as "Agreement")

The undersigned,

1. **Wageningen University, Department of Plant Sciences**, established in Wageningen, the Netherlands, whose registered office is at Droevendaalsesteeg 1 (6708 PB) Wageningen, the Netherlands, hereinafter also referred to as: WU, lawfully represented by [REDACTED]

and

2. **PALACKÝ UNIVERSITY OLOMOUC**, whose business address is at Křížkovského 511/8, 779 00 Olomouc, Czech Republic, ID number: 61989592, hereinafter also referred to as 'Recipient', lawfully represented by prof. MUDr. Martin Procházka, Ph.D., rector, hereinafter referred to as: "Recipient";
Person authorised to act in technical matters of this agreement: [REDACTED]

hereinafter also referred to individually as 'Party' and collectively as 'Parties'.

whereas:

This Agreement is for the transfer of material from WU to Recipient under the terms and conditions specified in this Agreement;

The activities of WU are guided by the Convention on Biological Diversity (CBD) and the Nagoya Protocol on Access to Genetic Resources and the Fair and Equitable Sharing of Benefits Arising from their Utilization;

WU reserves the right not to supply any material if such supply is not consistent with provisions of the CBD and / or the Nagoya Protocol.

DECLARE THAT THEY HAVE AGREED AS FOLLOWS:

The Material

1. WU, will provide Recipient with the following (biological) material:

~20 seeds of *Hirschfeldia incana* inbred line "Nijmegen"

"Material" shall mean the above mentioned (biological) material including modified derivatives and any accompanying know how or data provided by WU.

Use of the Material

2. Recipient shall only use the Material for non-commercial research purposes (hereinafter the "Research") on Recipient's premises at the following location(s):

Department of Biophysics, Faculty of Science, Šlechtitelů 27, Olomouc, Czech Republic.

3. Recipient agrees to use Material in compliance with (inter)national laws and conventions. Recipient shall not commercially exploit the Material or results of the Research without the prior written consent of WU. Should WU decide to grant licence rights to Recipient to use the Material for exploitation purposes, conditions and compensation thereof shall be negotiated by Parties in a separate contract.
4. Without the prior written consent of WU, Recipient shall not use the Material in research that is subject to any consulting or licensing obligation of any third party, regardless of whether or not such an obligation currently exists or previously existed or may be entered into in the future.

Initial WU: [REDACTED] DS

Initial Recipient: [REDACTED] DS

5. Recipient shall use the Material in compliance with all laws and governmental regulations and guidelines applicable to the Material, including, where applicable, the conditions of the country where the Material originates (Mutually Agreed Terms (MAT) and/or Prior Informed Consent (PIC), and shall ensure that it can provide all required permits to WU if requested.

Transfer of Material

6. Recipient shall take all appropriate and necessary measures to import the Material in accordance with the relevant laws and regulations.
7. Recipient is responsible for ensuring that it can provide all required permits to WU if requested.
8. When the Material concerns regulated organisms or plant material Parties are responsible for applying the international rules on transport and containment of the Material (2008/61/EG for transport within the EU or equivalent legislation in the country of the Recipient).

Distribution

9. Recipient agrees not to transfer, release, sell or distribute the Material to any third party, except to its own personnel and only for the non-commercial Research purposes as mentioned in article 2. Recipient shall ensure that the Material is not moved from the location mentioned in article 2, unless prior written consent is obtained from WU.

Confidentiality

10. Recipient is obligated to observe complete secrecy towards third parties with regard to all information related to the Material ("Information"), not to transfer any Information to a third party, and not to use such Information for any other purpose other than for the execution of the Agreement, with the exception of Information which:
 - a. was already publicly available at the time of its receipt or has become publicly available thereafter through no fault or action of the receiving Party;
 - b. must be released to the public on grounds of statutory obligations;
 - c. has been obtained from authorised third parties without an obligation to maintain secrecy;
 - d. can be proved to have been developed independently prior to this Agreement by the receiving Party;
 - e. legally mandatory publishing of the Agreement in Czech Register of Contracts shall not be considered as a breach of this paragraph.
11. Recipient shall use its best efforts to exercise all reasonable measures to prevent any unauthorised disclosure of the Information. Without limiting the foregoing, Recipient agrees to prevent the unauthorised use or disclosure of the Information in the same manner as for its own confidential or proprietary information.

Rights and results

12. WU shall retain all rights, ownership, title and interest in and to the Material. Nothing in this Agreement is to be construed as granting any right or license to Recipient to utilize the Material under any patent, trade secret or other proprietary right of WU for purposes other than research. Furthermore, the Recipient shall maintain records linking the Material to these terms of acquisition and to any accompanying data, provided by WU.
13. Recipient shall provide WU with the Research results on the Material on a regular basis. On request of the relevant national authority in the providing country, WU will forward this information to such national authority.
14. Any discovery, composition and other inventions conceived, reduced to practice or otherwise made by Recipient using the Material, including the Research results, remain

Initial WU: [REDACTED]

Initial Recipient [REDACTED]

to and shall be owned by WU. Recipient shall promptly notify WU of any potentially patentable discoveries or inventions conceived using the Material.

Publication

15. In the event Recipient wishes to publish the results of the Research on the Material, Recipient will require the prior written consent of WU. The source of the Material will be acknowledged and properly referred to in all publications by Recipient.

Warranty

16. The Material is provided without warranty of merchantability or fitness for a particular purpose or any other warranty, express or implied. WU makes no representation or warranty that the use of the Material will not infringe any patent or other proprietary right. The Material delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. Recipient shall hold WU harmless from any loss, claim, damage, illness, or injury to persons or property whatever the cause may be arising out of pertaining to Recipient's use of the Material.

Liability

17. In no event shall WU be liable for any use by Recipient of the Material or any loss, claim, damage, or liability of whatsoever kind of nature, arising out of or in connection with this Agreement or the use, handling or storage of the Material. Recipient will hold WU harmless and indemnify WU for any loss arising out of Recipient's use, handling, storage or other activity connected with the Material.
18. Recipient accepts full liability for any damage, also towards third parties, in case of any dispute which may arise out of the use of the Material, or the Research results.
19. If the Recipient is in material breach of this Agreement and the breach is not capable of remedy within thirty (30) days of notification from WU, WU has the right to terminate this Agreement immediately, without prejudice to WU's right to seek compensation in this respect.

Term and termination

20. Recipient is permitted to use the Material during its Research as described in clause 2 above for the term of two (2) years after signature of this Agreement by both Parties. Immediately after completion of the Research the Recipient shall either return to WU or destroy the Material such to the choice of WU. In addition, WU is entitled to request the immediate return or the immediate destruction of the Material, should Recipient fail to comply with its obligations under this Agreement. Furthermore, WU is entitled to terminate the Agreement prematurely, provided that the term of notice of two (2) months is taken into account. The clauses 10, 11, 12, 14, 15, 16, 17, 18, 20, 22 and 24 shall survive termination of this Agreement.
21. In the event the Material is destroyed, a written declaration of destruction shall be signed by the Recipient and sent to WU within two (2) weeks of the destruction.

Governing law

22. This Agreement is governed exclusively by Dutch law.
23. The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement by negotiation.
24. Should Parties fail to resolve a dispute by negotiation, then such dispute shall be judged exclusively by the competent court in The Hague, the Netherlands.

Miscellaneous

25. The Parties agree that they may use an electronic signature based on a qualified certificate to sign this Agreement and its amendments. Consequently, such electronic signature of

Initial WU: [REDACTED] DS

Initial Recipient: [REDACTED] DS

contractual documents shall indicate the consent of the Parties to the obligations arising therefrom.

26. The Parties hereto acknowledge the fact that this Agreement is subject to obligatory publication under the domestic Czech law, Act No. 340/2015 Coll. on Special Conditions of Effect of certain Contracts, Publication of these Contracts and on the Register of Contracts (Act on Register of Contracts).
27. This Agreement is concluded as per the date signed and comes into effect as of the date of its publication in the Czech Register of Contracts in accordance with aforementioned act. Recipient, which shall ensure publication hereof in the Czech Register of Contracts, shall inform Recipient of its publication to e-mail address: [REDACTED]

In witness whereof this Agreement has been executed and signed and initialled per page by,

Wageningen University, Department Plant Sciences

[REDACTED]

Wageningen, the Netherlands

Date: 14 May 2024
.....

Signature: DocuSigned by: [REDACTED]

and

PALACKÝ UNIVERSITY OLOMOUC

Name: prof. MUDr. Martin Procházka, Ph.D.
Position: rector
Place/Country: Olomouc, Czech Republic

Date: 14 May 2024
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Signature: DocuSigned by: [REDACTED]