

# **COOPERATION AGREEMENT ON CO-FINANCED RESEARCH (SMALL PROJECTS)**

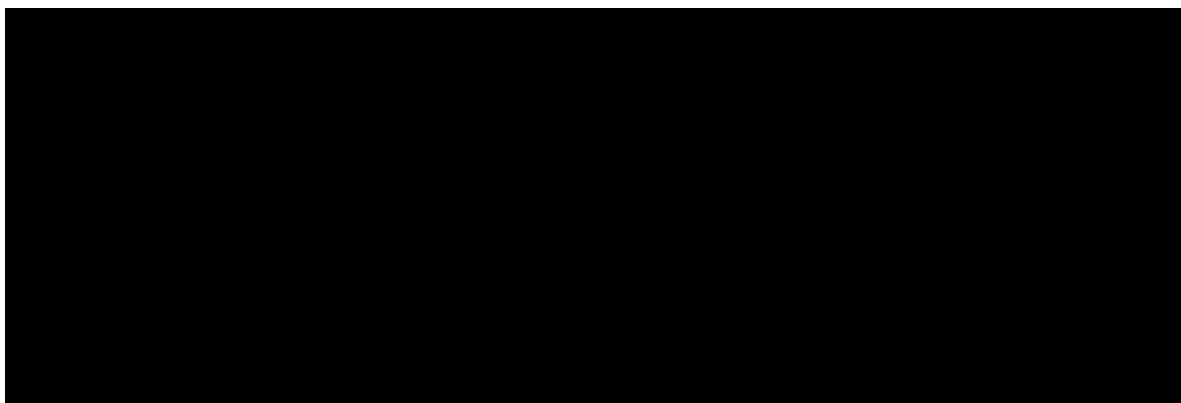
between

**Technical University of Denmark**  
DTU Bioengineering  
Anker Engelunds Vej 1  
DK-2800 Kgs. Lyngby, Denmark  
CVR. No. 30 06 09 46  
Tax Identification No.: DK30060946  
(hereinafter referred to as "DTU")

and

**Institute of Organic Chemistry and Biochemistry of the Czech Academy of Sciences, Flemingovo nám. 2, 166 10 Praha 6,  
Czech Republic (Ústav organické chemie a biochemie AV ČR, v. v. i.)**  
Flemingovo nám. 542/2  
160 00, Praha 6, Czech Republic  
Identification No. CZ61388963  
Tax Identification No.: CZ61388963  
(hereinafter referred to as "IOCB")

(each hereinafter individually referred to as "Party" and jointly as "Parties")



## 1. Definitions

The following definitions apply:

**Agreement** shall mean this cooperation agreement on co-financed research and its exhibits.

**Background Knowledge** shall mean knowledge, information and equipment which is not publicly known and which is made available by the Party owning or controlling it for the purpose of completing the Project. Background Knowledge may also include software, inventions, patent applications, patents, know-how, results and any other intellectual property rights.

**Confidential Information** shall mean confidential knowledge and information of a technical, research or commercial nature which the Parties make available to each other for the purpose of completing the Project, explicitly stating its confidential nature orally or in writing, or where the confidentiality clearly appears from the circumstances. Confidential Information may include, but is not limited to, Background Knowledge which is not publicly known, Foreground Knowledge, the project description, biological reagents, drawings, documents, software, formulas, methods, analysis results and know-how in general.

**Foreground Knowledge** shall mean results created by the Parties while performing the Project, including software, inventions, patent applications, patents, know-how, data and any other intellectual property rights.

**Project** shall mean the project described in the project description attached hereto as Exhibit 1 which is the subject of the Parties' cooperation.

## 2. Financing

- 2.1 The Parties agree that this part of their mutual collaboration (the Project) shall be financed by IOCB. The Parties have prepared a budget for the Project, including a payment plan outlining invoicing and payment deadlines attached hereto as Exhibit 2. All payments are exclusive of VAT. VAT shall be subject to reverse-charge.

## 3. Obligations of the Parties

- 3.1 The Parties' obligations are described in Exhibit 1.

- 3.2 DTU undertakes to participate in good faith in the completion of the Project by applying best practice for scientific work. DTU shall use their knowledge and the technology available to them during the term of the Project and shall perform their tasks within the budget limits set forth in Section 2.
- 3.3 The Parties do not guarantee that specific results will be achieved during the Project. Consequently, none of the Parties shall be held liable in the event that their performance during the Project does not lead to specific results. Thus, a Party shall in no event bring claims against or demand additional performance of work from another Party.

#### **4. Contact persons**

- 4.1 The Parties have appointed the following persons to lead the Project:



For the purpose of this Project, all notices shall be given in writing to the above mentioned persons.

#### **5. Rights and ownership**

- 5.1 Background Knowledge which a Party brings into the Project shall remain the sole property of that Party during as well as after the completion of the Project.
- 5.2 Foreground Knowledge shall be owned by the Party which has created such Foreground Knowledge.
- 5.3 Any Foreground Knowledge created jointly by the Parties shall be jointly owned by these Parties in proportion to their respective shares of intellectual contribution.
- 5.4 DTU will retain ownership of the report described in Exhibit 1, but DTU grants to IOCB a right of use of the report under a Creative Commons CC BY license for unlimited purpose and for indefinite time period.
- 5.5 DTU is entitled to freely use the Foreground Knowledge created in the Project within any scientific area in connection with DTU's non-commercial research and educational activities. IOCB is entitled to freely use the Foreground Knowledge created in the Project within any scientific area in connection with IOCB's non-commercial research and educational activities. Any commercial use of jointly owned Foreground Knowledge, including patenting, requires agreement between the Parties.

#### **6. Duty of confidentiality**

- 6.1 Confidential Information exchanged between the Parties during the course of the Project may be used solely for the purpose of completing the Project.
- 6.2 The Parties shall be bound to maintain confidentiality with respect to Confidential Information and shall ensure that no such Confidential Information is passed on to any unauthorised third party. The Parties shall ensure that persons involved in the Project assume an identical duty of confidentiality as set forth in this Agreement.
- 6.3 The duty of confidentiality under section 6.2 does not apply to information and knowledge which

- at the time of receipt is or later becomes available to the public other than through the receiving Party's breach of the duty of confidentiality as set forth in this Agreement;
- was lawfully in the receiving Party's possession at the time of receipt without any confidentiality restrictions,
- was received from a third party who appeared to be entitled to lawfully disclose such information, or
- was developed independently of the Project by the receiving Party.

6.4 In the event of disagreement between the Parties, the receiving Party has the burden of proof that the information received is comprised by section 6.3.

6.5 In the event that Confidential Information exchanged under this Agreement becomes subject to legislation or executive orders, public law decisions, judgments, awards, etc. requiring the receiving Party to pass on Confidential Information in whole or in part, the receiving Party shall inform the disclosing Party hereof without delay. The receiving Party's compliance with any such required transfer of Confidential Information shall not constitute any breach of the duty of confidentiality under this Agreement.

6.6 The duty of confidentiality under this Section 6 terminates 3 years after termination of the Project, for whatever reason.

## 7. Publication

7.1 Each Party is entitled to publish its own Foreground Knowledge provided that the publication does not contain Confidential Information of the other Party (i.e. information with respect to which the receiving Party has undertaken obligations of confidentiality to the disclosing Party) without the other Party's prior written consent. No Party may publish Foreground Knowledge which is owned by another Party.

7.2 Prior to any intended publication of Foreground Knowledge, a Party must notify the other Party hereof and submit a copy of the draft intended for publication to the other Party. For a time period not to exceed 30 calendar days after receipt thereof, the other Party can request that the publication be postponed for up to 90 calendar days after the receipt of the draft, provided that such Party can substantiate that the postponement is essential to avoid obstructing such Party's possibility of applying for intellectual property protection of its Foreground Knowledge. After expiry of the above time period, a Party can no longer request postponement of the publication.

7.3 The Parties' right to publish Foreground Knowledge is at all times subject to the duty of confidentiality as set forth in section 6. Notwithstanding section 6 and this section 7, DTU is at all times and without prior written consent of the other Party entitled to publish the title of the Project as well as information pertaining to the participants in the Project and the amount of private co-funding of the Project. Authorship of any publication resulting from the Project shall be determined by mutual agreement of IOCB and DTU, and in any event in accordance with academic standards for authorship. In accordance with scientific custom, the publishing Party agrees to note the contributions of the non-publishing Party through acknowledgement, if applicable.

7.4 IOCB is not entitled to use DTU's name or refer to DTU in connection with any commercial purposes without prior written consent from DTU. DTU is not entitled to use IOCB's name or refer to IOCB in connection with any commercial purposes without prior written consent from IOCB.



## **8. Conflicts of interest**

- 8.1 The Parties shall inform each other of any conflict of interest. In the event that a Party becomes aware of or suspects that a conflict of interest has emerged, the Party shall inform the other Party hereof without delay for the purpose of finding a joint solution. DTU may be required to provide information about conflicts of interest, e.g. in connection with publication of its Foreground Knowledge, cf. Section 7. IOCB accepts that DTU complies with such request.

## **9. Limitation of liability**

- 9.1 None of the Parties shall be liable for damages, e.g. in the event that the Project does not lead to the desired result or the Project is delayed. Except for breach of the duty of confidentiality, the Parties shall in no event be liable to each other for any anticipated or indirect loss or damage, including, but not limited to, loss of profits or future business; any damage to reputation or goodwill; any damage, loss, costs or expenses of an indirect, exemplary, consequential, or economic nature, caused by, arising from, associated with or attributable to the activities or obligations of the Parties under this Agreement.
- 9.2 In the event that IOCB uses Foreground Knowledge commercially, IOCB shall indemnify, defend and hold DTU harmless against any suit, action or proceeding, including any claim for compensation based on product liability law and claims brought by a third party that the IOCB's use infringes any copyright or other intellectual property rights of any third party or misappropriates any trade secret.

## **10. Miscellaneous**

- 10.1 The Agreement shall enter into force at the moment of its signature by both Parties and shall remain in force until completion of the tasks of the Parties according to the Agreement or until the Agreement is terminated. Provision of Article 1 (Definitions), Article 5 (Rights and ownership), Article 6 (Duty of confidentiality), Article 7 (Publication), Article 8 (Conflicts of Interest), Article 9 (Limitation of liability), Article 10 (Miscellaneous) and Article 11 (Settlement of Disputes) shall survive termination of the Agreement.
- 10.2 If a Party has breached this Agreement, and such breach is considered material according to the laws of the defendant, the other Party may terminate this Agreement in writing without prior notice.
- 10.3 Nothing in this Agreement shall imply any restrictions of competition between the Parties. Thus, the Parties shall be entitled to participate in similar projects or carry out other activities including, but not limited to, commercial activities with third parties.

## **11. Settlement of disputes**

- 11.1 This Agreement shall be governed by the laws of the defendant. This applies whether or not international private law and choice of law rules may lead to the application of another country's laws.
- 11.2 Should a dispute arise between the Parties in connection with this Agreement, including its interpretation and use, the Parties shall enter into negotiations in good faith in order to solve the dispute.

- 11.3 Have the Parties been unsuccessful in solving the dispute within 30 calendar days after initiation of negotiations hereof, the dispute shall be settled by the courts of the defendant.

## 12. Exhibits

Exhibit 1	Project description
Exhibit 2	Budget and payment plan

### 13. Signatures

This Agreement is signed by the authorised signatories of each Party.

**On behalf of DTU**

**On behalf of IOCB**

Place:

Place:

June 5, 2024

Date:

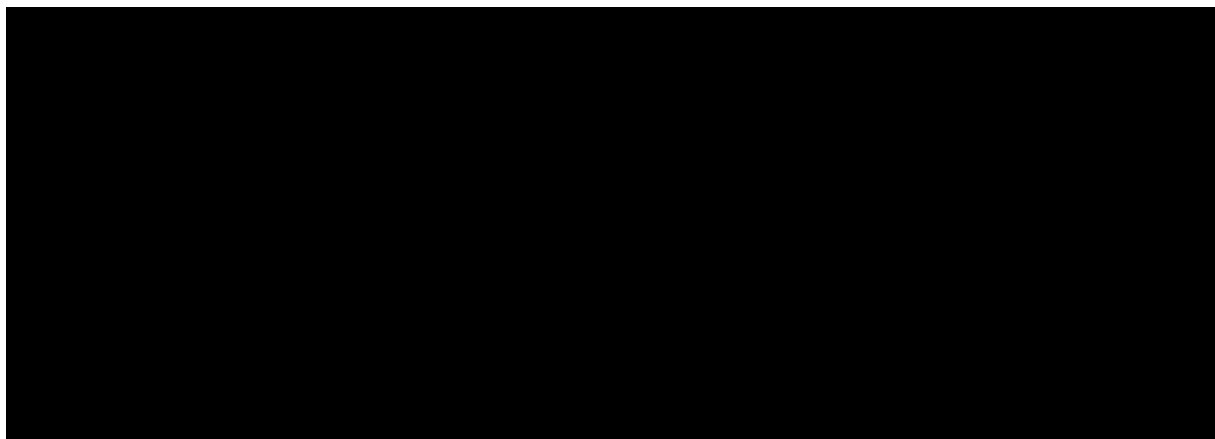
[Redacted signature]  
Bjarke Bak Christensen, Head of Department  
DTU Bioengineering

[Redacted signature]  
Prof. RNDr. Jan Konvalinka, CSc., Director

## EXHIBIT 1



### Project description





## EXHIBIT 2

### Budget and payment plan

