

## Agreement on the Use of Results Achieved in the Research and Development Project

Parties:

University Hospital Hradec Králové

Registered office: Sokolská 581, 500 05 Hradec Králové – Nový Hradec Králové

ID: 00179906

Tax ID: CZ00179906

Represented by: MUDr. Aleš Herman, Ph.D., Director

(hereinafter referred to as the **Project Promoter or FN HK**)

and

Bioinova, a. s.

Registered office: Vídeňská 1083, 142 00 Praha 4 – Krč

ID: 28452682

Tax ID: CZ28452682

Represented by: [REDACTED]

(hereinafter referred to as **Bioinova**)

and

Institute of Experimental Medicine of the Czech Academy of Sciences

Registered office: Vídeňská 1083, 142 00 Praha 4 – Krč

ID: 68378041

Tax ID: CZ 68378041

Represented by: [REDACTED]

(hereinafter referred to as **IEM**)

and

University of Oslo

Registered office: Problemveien 7, 0315 Oslo, Norway

ID: 971035854

Represented by:

(hereinafter referred to as **UiO**)

(hereinafter collectively referred to as the **Parties**)

made the following agreement on the day, month and year given below in accordance with Section 16 of Act No. 130/2002 Sb., on support for research, experimental development and innovation from public funds, and on amendments to certain related acts (the Act on Support for Research, Experimental Development and Innovation):

## I.

### Basic information about the project

1. This agreement governs the use of research results generated within the joint project entitled Advanced Drug Development for Alzheimer's Disease, identification number TO01000078 (hereinafter referred to as the **Project**).
2. The Project implementation period: 1 January 2021 – 30 April 2024
3. The Project promoter: FN HK
4. Other recipients of the project: Bioinova a.s., Institute of Experimental Medicine of the C.A.S., University of Oslo
5. The Project data is subject to the data confidentiality code "C" (the subject matter of the Project is a trade secret).
6. The Project was implemented on the basis of a partnership agreement made by the Parties on 22 December 2020.

## II.

### Project results

1. Expected objectives of the Project: The Project aims to develop compounds for the treatment of Alzheimer's disease (AD). During the development process, the Project will include personalized medicine approaches so that new compounds are tested in a disease-in-a-dish (hereinafter referred to as **DiD**) model derived from patient samples.
2. Definition of the achieved results of the Project and their comparison with the Project objectives: The Project achieved the main results as planned although there were justified deviations during the Project. The development of the DiD model was discontinued during the Project due to the loss of competitive advantage.

3. The list of all Project results (main results, beyond the plan results and other results) subject to protection under Act No. 121/2000 Sb., on copyright, on rights related to copyright and on amendments to certain acts (the Copyright Act) is attached as Annex 1 to this Agreement.
4. The list of project results subject to protection under Act No. 527/1990 Sb. on inventions, industrial designs and improvement proposals:

| Name of result   | Type of result | Patent number | Date of submission | Date of award | Ownership shares         |
|--|----------------|---------------|--------------------|---------------|--------------------------|
| N-methyl-D-aspartate receptor antagonists and their uses | Patent         | 310008        | 6 May 2023         | 21 March 2024 | FN HK – 66%<br>IEM – 34% |

5. The Project Promoter declares that the Project result referred to in paragraph 4 of this Article is not also a result of another project or research project.

### **III.**

#### **Regulation of ownership and exploitation rights to the Project results**

1. The solution of the Project is not a public procurement and, therefore, the regulation of the rights to the results and their exploitation is not covered by Section 16(1) and (2) of Act No. 130/2002 Sb.
2. Within the meaning of Section 16(3) of Act No. 130/2002 Sb., all rights to the results of the Project belong to the Parties.
3. The results of the Project under Article II (3) of this Agreement, including the final report, are subject to protection under Act No. 121/2000 Sb. and, within the meaning of Section 58 of the cited Act, they may be considered as employee works, the ownership rights to which are exercised by the Parties in accordance with the affiliation of the publication listed in the Table shown in Article II(3) of this Agreement.
4. According to Article II(4) of this Agreement, the Project resulted in an invention protected by a Czech patent. FN HK and IEM made the Agreement on the Regulation of Rights to Research and Development Results on 5 June 2023 in which they have settled contractually all claims made by the originators of the rights in accordance with the applicable legislation, which has allowed them to act as exclusive owners of the intellectual property rights. The agreement of 5 June 2023 regulates all rights and obligations in this respect.

### **IV.**

#### **Way of use of the Project results**

1. The Parties are entitled to use the results of the Project for research, publication and educational activities without restriction.
2. The Parties declare their intention to use the results of the research in their activities within five years from the end of the Project.



3. If one of the Parties exploits commercially or will exploit commercially the result of the Project achieved within the Project, the other Parties will be entitled to reasonable compensation. The method of calculation of the compensation and the method of payment will be specified in an amendment to this Agreement made at least 1 month before the product is placed on the market.
4. The Parties will inform each other of the interest of third parties in using the results of the Project. The sale of the Project result or the granting of a licence to a third party is possible after approval of all co-owners, and the distribution of the proceeds from the sale or licence will be made according to the co-ownership shares of the Parties. In such a case, the Parties are obliged to regulate their mutual rights and obligations by a special agreement made at least 30 days before the sale or licensing of the Project result to a third party.
5. If one of the co-owners of the Project result assigns its co-ownership interest to a third party, he will ensure by appropriate measures or contracts that his contractual obligations under this Agreement are transferred to the new holder of the property rights. The Party is obliged to inform the other Parties of this intention in writing at least 30 days before the assignment of the obligations under this Agreement.
6. The Parties will provide each other with copies of the technical documentation necessary for the exploitation of the results, in particular for the creation of copies of the results.

## **V.**

### **Confidentiality of information**

1. The Project, the way of its solution and its results do not constitute classified information within the meaning of Act No. 412/2005 Sb., on the protection of classified information and security eligibility, as amended.
2. The Parties have agreed that the information, documentation and results of work submitted and produced in connection with the Project implementation may be considered confidential. Information on the Project results which is supplied compulsorily to the Information System of Research, Development and Innovations, the Register of Information on Results or other similar registers will be transmitted in a form and level of detail which respects the protection of confidential information.
3. The protection of confidential information does not apply to information already published in the form of the Project publication results.

## **VI.**

### **Sanctions**

1. In the event of a breach of any of the obligations under this Agreement by either Party, any of the remaining Parties will call the other Party to remedy the breach and will allow a reasonable time for doing so. At the same time, the remaining Parties must be informed of this step in writing. After the lapse of time for remedy, either Party is entitled to withdraw from the Agreement in writing. Notification of such withdrawal

must be delivered to all the remaining Parties. Withdrawal results in the cancellation of the Agreement.


2. The Party in breach of this Agreement will indemnify the remaining Parties for the damage caused.
3. The Parties have agreed on a contractual penalty of CZK 50,000 (fifty thousand Czech crowns) in addition to the compensation for damages for the following situations:
  - A Party commercialises the results of a project without having made an effective compensation agreement;
  - A Party blocks the Project results licensing to third parties without cause.

## VII. Final provisions

1. This Agreement enters into force and effect on the date of its publication in the Register of Contracts pursuant to Act No.340/2015 Sb., on special conditions for the effectiveness of certain contracts, publication of such contracts, and on the register of contracts (the Act on the Register of Contracts) and is made for an indefinite period of time. The publication of this Agreement in the Register of Contracts will be ensured by FN HK.
2. This Agreement may be amended in writing only.
3. The Parties declare that they have read this Agreement before signing it, that it has been made after due consideration, freely and seriously, definitely and comprehensibly, not under duress under manifestly unfavourable conditions, that they agree unconditionally with its contents and in proof thereof they affix the signatures of their authorised representatives.
4. This Agreement is drawn up in four copies, one of which will be given to each Party. This Agreement may also be signed by certified electronic signatures of authorised representatives of the Parties; in such case, it will be executed in a single original.

### University Hospital Hradec Králové, Project Promoter

In Hradec Králové on



MUDr. Aleš Herman, Ph.D.  
Director, FN HK

26. 06. 2024

Fakultní nemocnice Hradec Králové  
ředitelství  
Sokolská 581  
500 05 Hradec Králové – Nový Hradec Králové  
IČ 00179906, tel. 4905833380

### University of Oslo, Project Partner 1

In Oslo on 4.6.24



University of Oslo

**Institute of Experimental Medicine of the Czech Academy of Sciences, v.v.i., Project Partner 2**

In Prague on 4/6/2024 [redacted]

[redacted]

[redacted]

Director, IEM

**Bioinova, a.s., Project Partner 3**

In PRAGUE on 6.6.2024

[redacted]

Chairman of the BoD, Bioinova

[redacted]

Member of the BoD, Bioinova



## Annex 1

| Annex 1 - List of outputs - TARIMAD project |             |                 |           |   |   |            |                  |
|---|-------------|-----------------|-----------|---|---|------------|------------------|
| Output No                                   | First auth  | Author CZE      | Author NC | Název článku  | doi:  | Published  | Interim report N |
| 1   | Górecki L.  | Soukup O., Horá | None      | Structure-activity relationships of dually-acting acetylcholinesterase inhibitors derived from tacrine on N-methyl-D-Aspartate receptors      | <a href="https://doi.org/10.1016/j.jmech.2021.113434">https://doi.org/10.1016/j.jmech.2021.113434</a>       | 31.03.2021 | 1                |
| 2   | Namasivaya  | None            | Pahnke J. | Scaffold fragmentation and substructure hopping reveal potential, robustness, and limits of computer-aided pattern analysis (C@PA)            | <a href="https://doi.org/10.1016/j.csbj.2021.05.018">https://doi.org/10.1016/j.csbj.2021.05.018</a>         | 10.05.2021 | 2                |
| 3   | Möhle L.    | None            | Pahnke J. | Development of deep learning models for microglia analyses in brain tissue using DeePathology™ STUDIO   | <a href="https://doi.org/10.1016/j.jneumeth.2021.109371">https://doi.org/10.1016/j.jneumeth.2021.109371</a> | 27.09.2021 | 3                |
| 4   | Namasivaya  | Soukup O.       | Pahnke J. | Physicochemistry shapes bioactivity landscape of pan-ABC transporter modulators: Anchor point for innovative Alzheimer's disease therapeutics | <a href="https://doi.org/10.1016/j.ijbiomac.2022.07.062">https://doi.org/10.1016/j.ijbiomac.2022.07.062</a> | 13.07.2022 | 2                |
| 5   | Stefan Sven | None            | Pahnke J. | A curated binary pattern multitarget dataset of focused AT P-binding cassette transporter inhibitors  | <a href="https://doi.org/10.1038/s41597-022-01506-z">https://doi.org/10.1038/s41597-022-01506-z</a>         | 26.07.2022 | 3                |
| 6   | Wu          | None            | Pahnke J. | A Novel Huntington's Disease Assessment Platform to Support Future Drug Discovery and Development   | <a href="https://doi.org/10.3390/ijms232314763">doi.org/10.3390/ijms232314763</a>                           | 25.11.2022 | 3                |
| 7   | Puri S.     | None            | Pahnke J. | Indole Derivatives as New Structural Class of Potent and Antiproliferative Inhibitors of Monocarboxylate Transporter 1 (MCT1; SLC16A1)        | <a href="https://doi.org/10.1021/acs.jmedchem.2c01612">https://doi.org/10.1021/acs.jmedchem.2c01612</a>     | 30.12.2022 | 3                |
| 8   | Farfara D.  | None            | Pahnke J. | Physiological expression of mutated TAU impaired astrocyte activity and exacerbates $\beta$ -amyloid pathology in 5xFAD mice                  | <a href="https://doi.org/10.1186/s12974-023-02823-9">doi.org/10.1186/s12974-023-02823-9</a>                 | 26.07.2023 | 3                |
| 9   | Menuawy E.  | None            | Pahnke J. | Apolar Extracts of St. John's Wort Alleviate the Effects of $\beta$ -Amyloid Toxicity in Early Alzheimer's Disease                            | <a href="https://doi.org/10.3390/ijms25021301">doi.org/10.3390/ijms25021301</a>                             | 21.01.2024 | 3                |
| 10  | Misiachna A | Soukup O.       | Pahnke J. | Phenoxytacrine derivatives: Lowtoxicity neuroprotectants exerting affinity to ifenprodil-binding site and cholinesterase inhibition           | <a href="https://doi.org/10.1016/j.jmech.2024.116130">https://doi.org/10.1016/j.jmech.2024.116130</a>       | 07.01.2024 | 3                |
| 11  | Villa M.    | None            | Pahnke J. | Emerging Role of ABC Transporters in Glia Cells in Health and Diseases of the Central Nervous System  | <a href="https://doi.org/10.3390/cells13090740">doi.org/10.3390/cells13090740</a>                           | 24.04.2024 | 4                |