**Agreement on the transfer
of third-party (research) funds**

between

**Johannes Gutenberg University Mainz**represented by President Univ.-Prof. Dr. Georg Krausch
Saarstraße 21, 55122 Mainz

Executing unit: Institute for Molecular Physiology, Hanns-Dieter-Hüsch-Weg 17, 55128 Mainz
Project coordination: xxx

hereinafter referred to as “JGU”

and

**Institute of Animal Physiology and Genetics CAS, v. v. i.**represented by Director Ing. Michal Kubelka, CSc.
Rumburská 89, 27721 Liběchov, Czech Republic

Executing unit: Laboratory of Cell Regeneration and Plasticity
Project coordination: xxx

hereinafter referred to as “funding recipient”

JGU and the funding recipient are (also) jointly referred to below as “partners”

**Preamble**

With the project application dated 01.02.2022 (hereinafter “project application”), JGU has applied for funding from the funding agency Foundation Fighting Blindness (hereinafter “funding agency”) to carry out research project “The Establishment and characterization of a pig model for Usher syndrome type 1B/MYO7A“ (hereinafter “research project”). According to the project application, the research project is to be carried out in cooperation with the funding recipient.

With the approval notice of the funding agency dated 28.06.2022, funding code: BR-CMM-0622-0839-JGU (hereinafter referred to as approval notice), JGU was granted earmarked funds in the amount of US$ 300,000 to carry out the research project in the period from 01.07.2022 to 30.06.2025. Against the backdrop of the requested joint execution of the research project with the funding recipient, the funding agency also approved the pro-rata forwarding of the funding from JGU to the funding recipient.

With this in mind, the partners conclude the present agreement on the transfer of third-party (research) funds:

**§ 1 General**

1. The partners conclude this agreement subject to legislation governing higher education in the State of Rhineland-Palatinate, in particular the University Act and the Charter of the JGU and the Third-Party Funding Regulations of the State of Rhineland-Palatinate in their currently valid versions.
2. The headings of the paragraphs used in this agreement are solely to provide a better overview and reference points; they do not limit, influence the meaning or conclusively regulate the individual paragraphs.
3. “Written form” or “in writing” in the sense of the present agreement means a written form and handwritten signature with name signature by the respective person authorized to represent the partners.
4. The partners agree that, despite the joint pursuit of a purpose in the sense of the collaboration regulated below, no legal relationship under corporate law or law similar to corporate law is established between them by this agreement. It is hereby expressly clarified that, in the context of their collaboration, they are not establishing an internal civil law partnership; the provisions of §§ 705 BGB et seq shall not apply to the collaboration, to the extent this is legally permissible. The partners shall carry out the collaboration while maintaining their legal and economic independence. The partners shall not be entitled to represent the other partner in legal transactions or to make legally binding declarations on behalf of the other partner without the latter’s prior express written consent.
5. None of the partners shall be entitled to make legally binding declarations on behalf of the other partner, to conclude legally binding agreements or to accept payments on behalf of the other partner without the other partner’s prior written consent.
6. This agreement shall not result in any obligation for a partner to enter into any further agreement or business relationship with the other partner.

**§ 2 Subject matter of the contract**

1. The subject of the contract is the forwarding of funding from JGU to the funding recipient within the framework of the research project named in the preamble.
2. The funding granted by the funding agency will be forwarded to the funding recipient in full in accordance with the present agreement, the approval notice and the other regulations and/or provisions of the funding agency and subject to the actual receipt of the funding by JGU. The transfer of funds serves to cover funds for the keeping and breeding of laboratory animals, insofar as this is approved by the funding body.

**§ 3 Forwarding and use of funding**

1. JGU will forward the following maximum amount\* as project funding to the funding recipient:

EUR 8,200.00 for animal breeding

 Nov 2023 - June 2024

(in letters: EUR eight-thousand two hundred)

EUR 15,000.00 for animal breeding

 July 2024 - June 2025

(in letters: EUR fifteen-thousand)

\* The amount of project funds may be increased in agreement with the principle investigator.

 All payments are to be made to the following bank account:

Account holder: **Ústav živočišné fyziologie a genetiky AV ČR, v. v. i., Rumburská 89, 277 21 Liběchov**
IBAN: **xxx**

BIC: **xxx**

Intended purpose: husbandry and breeding of USH1B pigs

1. The amount specified in subsection 1 shall be requested from JGU by the funding recipient in accordance with the guidelines of the funding agency and by means of the form provided by the funding agency (with the address of JGU adjusted in this regard) or by means of a form based on this at JGU. § 2 subsection 2 remains unaffected. The funds to be forwarded are to be used for the breeding and husbandry of the laboratory animals (pigs) required for the project. The program/project allowance will generally be transferred to the funding recipient after the annual proof of use has been acknowledged by the funding agency. An advance payment may be informally requested.
2. If the amount forwarded by JGU to the funding recipient is not fully required or verified by the recipient, the remaining funds (plus the pro-rata program/project allowance) shall be returned to JGU. The funding recipient will notify JGU of this immediately and coordinate the details of the repayment with JGU.
3. Because the funds to be forwarded have been earmarked, the funding recipient undertakes to use the funds to be forwarded by JGU exclusively for the execution of the research project in accordance with the project application and approval notice. The funding recipient will coordinate in advance with JGU project coordination for the research project, insofar as the specifications for use are not sufficiently specific.
4. The particular specifications of the funding agency shall apply without restriction to the use of the program/project allowance.
5. If the forwarding of funds governed by this agreement should be classified as taxable by the responsible tax authorities during or after the term of this agreement, and taxes should be levied, the amount forwarded by JGU shall be understood to have included taxes. The funding recipient acknowledges that JGU will not forward or make available any funds in excess of the maximum amount specified in subsection 1 plus program/project allowance.

**§ 4 Implementation of the research project, points of contact**

1. Within the framework of the joint implementation of the research project, the partners undertake to show mutual consideration and respect for the respective interests of the other partner. They will make every effort to achieve the best possible results, taking into account the state of the art in science and technology, and will inform each other comprehensively about all matters relevant to the successful execution of the research project. This applies in particular if it should turn out that the funding purpose cannot be achieved or cannot be achieved with the approved or forwarded funds.
2. The partners shall each appoint a project coordination:

For JGU: xxx

Contact details: xxx

For the funding recipient: xxx

Contact details: xxx

The partners shall inform each other if a change of contact person should become necessary and shall appoint a new contact person without delay.

**§ 5 Proof of use of funds, retention, right of audit**

1. The recipient undertakes to provide JGU with proof of income and expenditures for the forwarded project funding, in accordance with the relevant guidelines for use of funds, regulations and/or provisions of the funding agency, in writing six weeks before the date specified by the funding agency for the interim or final deadline, i.e. August 15 of the budget year. The proof of use of funds regularly consists of a factual report and numerical evidence. A list of the individual entries should be attached to the accounting verification.
2. The proof of use shall regularly confirm that the expenditures were necessary, that economic and frugal procedures were followed, and that the data correspond to the books and the receipts.
3. The legal retention periods shall apply to the retention of the employment contract documents of the selected person. All other documents (project-related correspondence, proof of use of funds, etc.) shall be retained for a period of 3 years, beginning with the calendar year following the end of the term of funding.
4. The funding recipient shall permit JGU to audit the processing and appropriate use of the forwarded funds. In particular, the recipient shall permit JGU or JGU’s in-house auditing department, as well as all governmental or non-governmental agencies to which JGU is required, upon request, to grant access to all documents pertaining to the grant for the purpose of auditing, to inspect their respective documents in the same manner.

**§ 6 Scientific progress report**

A concise description of the progress and accomplishments during the current budget year ending June 30 should be provided within the Scientific Progress Report. The Scientific Progress Report is due on April 30. The funding recipient submits his part of the Scientific Progress Report to JGU by March 31. The Scientific Progress Report must be prepared in accordance with the instructions for the preparation of individual investigator research grant Scientific Progress Report (Annex 4)

**§ 7 Use of results, publications**

1. The partners assume that the research project will not produce any findings that can be protected by property rights. Should this nevertheless be the case, the partners will inform each other immediately in writing. In this case, the partners shall enter into a separate agreement in writing and in this context shall in particular settle the registration, use, as well as any resulting patents in an amicable manner, taking into account the respective inventors’ shares and in compliance with the usual market conditions. The partners shall grant each other an irrevocable, royalty-free, non-exclusive and non-transferable right of use for their own purposes in research and teaching. This shall be without prejudice to any regulations and provisions of the funding agency in this respect, which shall take precedence over this subsection.
2. The relevant regulations and provisions of the funding agency shall apply to publications. In all other respects, publications shall be subject to good scientific custom (in particular citation of authors) and compliance with good scientific practice.

**§ 8 Confidentiality**

1. The partners undertake to treat as confidential all information, documentation and other details marked as confidential that come to their knowledge and which are made accessible to each other within the framework of this agreement, or become known in any other way, and to keep them secret from outsiders or third parties or other persons who do not require access to them in view of carrying out the agreement. This shall also apply beyond the date of termination of this agreement, but no longer than 3 years after its termination. Verbal or visual information must also be designated as confidential and must be summarized in writing, marked as confidential, and sent to the receiving partner within 21 days of the original communication by the partner providing the information.
2. The obligation of confidentiality referred to in subsection 1 does not apply to the extent that the information, documents, data, results and other particulars

1. are generally known to the public;
2. were already known to the receiving party at the time of its communication by the party providing the information, or become known after the time of communication without any breach of an obligation of confidentiality or secrecy;
3. have been or will be developed independently of the confidential information, provided that the acquisition of knowledge of the information is lawful, i.e. without breach of an obligation of confidentiality or secrecy;
4. are required to be disclosed pursuant to law or judicial or administrative order or decree. In this context, JGU is obligated, among other things, to grant access to the information, documentation and other data in accordance with the State of Rhineland-Palatinate Transparency Act, in its currently valid version, and to disclose information, documentation and other data if they must be made the subject of a dispute pertaining to examination regulations or other dispute before the competent courts. The partner obliged to disclose shall inform the partner providing the information of this in writing without delay insofar as this is legally possible, and shall limit the disclosure to the minimum necessary, insofar as this is legally possible;
5. must be disclosed in order to be implemented, or the partner providing the information has agreed to the disclosure in writing in advance.
6. Internal disclosure of the confidential information by the receiving partner shall only be permitted to the extent that this is necessary for the project, and it is ensured that only those personnel receive the confidential information upon whom equivalent obligations to confidentiality have been imposed within the scope of legal possibilities.
7. The receiving partner further undertakes not to reverse engineer, decompile, disassemble or otherwise examine the composition and/or production of the confidential information of the disclosing partner, either chemically or otherwise, unless this is absolutely necessary for the project, or the disclosing party has expressly consented thereto in writing in advance.
8. If, in order to carry out the present agreement, a partner is forced to involve a person or a third party or third parties who are not in an employment relationship with it, or who are obliged to maintain appropriate confidentiality, then the partner shall ensure that this person is at least obliged in writing to maintain confidentiality in the sense of the present agreement before they are involved in the collaboration.
9. The partners shall carefully store the information, documents, and other data within the meaning of subsection 1 provided by the other partner, protect them appropriately against access by unauthorized persons, use them only for the purpose of implementing this agreement, and not make them the subject of applications for property rights. The information, documents, and other data within the meaning of Section 1 shall remain the property of the partner providing the information. Upon written request from the partner providing the information, the receiving partner shall return all information in its original form – at the latest, however, upon termination of the present agreement, in this case without further request – or, after prior consultation with the partner providing the information, permanently destroy it in a suitable manner in accordance with data protection requirements. Copies made and other records containing the information shall also be destroyed in accordance with data protection requirements; electronic data shall be permanently deleted and the destruction or deletion shall be confirmed upon request in writing to the party providing the information.

**§ 9 Liability**

1. The funds to be forwarded by JGU to the funding recipient shall be managed and spent by the funding recipient at its own discretion. With that in mind, the funding recipient shall be liable in particular for any revocation of the grant culpably caused by it, or for any reclaiming of funds already disbursed culpably caused by it and shall indemnify JGU against any claims of the funding agency in this context.
2. The partners shall be jointly and severally liable for intent and gross negligence. Liability for indirect damage and consequential damage is excluded, except in cases of intent or gross negligence. In the event of damage to property and financial loss caused by negligence, the partners shall only be liable in case of a breach of an essential contractual obligation, but the amount of liability shall be limited to the damage foreseeable at the time of conclusion of the contract and typical for this contract; essential contractual obligations are those whose performance characterizes the contract and on which the other party relies.
3. The above liability limitations or exclusions shall not apply in the event of injury to life, limb or health, or to further liability without fault prescribed by law (in particular under the Product Liability Act).
4. The liability limitations in subsection 1 shall also apply in favor of the respective legal representatives, (executive) employees, vicarious agents and/or assistants of a partner.
5. If a claim is made against a partner by a third party for damages and/or compensation for pain and suffering in an area which demonstrably falls within the area of responsibility of the other partner, the responsible partner shall indemnify the partner against which the claim is made from the claims established in court by the third party. This shall also apply to necessary legal costs and costs for the defense of claims; the responsible partner shall be responsible for the legal prosecution or defense of claims, whereby the partner against whom a claim is made shall support the legal prosecution or defense of claims in good faith and according to its possibilities. The partners shall have sufficient and appropriate business liability insurance cover or shall otherwise ensure that such risks are adequately covered.

**§ 10 Entry into force, period, termination, withdrawal**

1. This agreement shall enter into force upon signature by the last partner to sign. It shall remain in force until acceptance of final proof and any payments resulting from it for the funding period of the research project, as shown in the approval notice.
2. The ordinary termination of the present agreement is excluded. The right to extraordinary termination for good cause remains unaffected. Good cause shall be deemed to exist, in particular, in the event of a breach of essential contractual obligations or in the event of a lack of or reduced resources from the funding agency.
3. JGU shall be entitled in the following cases to withdraw from the present contract and reclaim funds already forwarded by it:
4. if the conclusion of the present agreement has come about as a result of incorrect or incomplete information provided by the funding recipient that is essential to the present agreement;
5. if the funds are not used or are no longer used by the funding recipient for the intended purpose;
6. if the funding recipient fails to fulfill its obligations under this agreement or fails to do so within a set period of time;
7. if the approval notice becomes ineffective due to a condition precedent or condition subsequent.

**§ 11 Written form, amendments to the agreement, severability clause, miscellaneous**

1. Amendments and supplements to this agreement must be in writing. The same shall apply to the waiver of the written form requirement itself. There shall be no ancillary agreements.
2. Should any provision of the present agreement or any provision subsequently incorporated herein be or become invalid in whole or in part, or should a gap in the present agreement or its supplements become apparent, the validity of the remaining provisions shall not be affected. In place of the invalid provision, or in order to fill any gap, a valid and enforceable provision shall be agreed that comes closest in legal and economic terms to what the partners originally intended or would have intended in accordance with the meaning and purpose of the present agreement and any subsequent amendments thereto if they had considered this point when concluding the present agreement. If the invalidity of a provision is based on a measure of performance or time (deadline or date) specified therein, the provision shall be reconciled with a legally permissible measure that comes closest to the original measure.
3. This agreement conclusively regulates the subject matter of the contract on which it is based.
4. The approval notice as well as the other regulations and provisions of the funding agency shall always be observed by the partners within the framework of the collaboration on the research project and shall take precedence over this agreement in the event of deviating or contradictory provisions.

**§ 12 Applicable law, court of jurisdiction**

1. This agreement shall be governed by the laws of the Federal Republic of Germany, excluding the conflict of laws provisions of international civil law.
2. Mainz, Germany, is agreed as the exclusive court of jurisdiction for all disputes of any kind arising from the present agreement and/or in connection with the implementation of the present agreement. This shall not apply if an exclusive place of jurisdiction is prescribed by law.

**§ 13 Components of the agreement / annexes**

The following are components of the present agreement:

* Annex 1: Project application
* Annex 2: Approval notice
* Annex 3: Approval for the transfer of approved funds from the funding agency
* Annex 4: Instructions for the Preparation of Individual Investigator Research Grant Scientific Progress Report (SPR) and Financial Report

**For JGU For the funding recipient**

Mainz, 10. 6. 2024 Libechov, 22. 5. 2024

On behalf of The President The Director
Dr. Nikolaus Bourdos Ing. Michal Kubelka, CSc.

Head of Research and Technology Transfer Department

**For JGU For the funding recipient**

Mainz, Liběchov,

Principal Investigator Principal Investigator
xxx xxx