Material Transfer Agreement

For Transfer of Masaryk University Induced Pluripotent Stem Cell Materials to Nonprofit Academic and Research Institutions

This Material Transfer Agreement (herein, the "Agreement") is effective as of the date of publishing in the Register of Contracts, not earlier than June 29, 2024 ("Effective Date") as set forth below by and among the **MASARYK UNIVERSITY,** with seat at Žerotínovo nám. 617/9, 601 77, Brno, IČO: 002 16 224, **FACULTY OF MEDICINE,** on the address Kamenice 5, 625 00 Brno as a part of a public university, represented by prof. MUDr. Martin Repko, Ph.D., dean of the Faculty of Medicine MU ("MUNI") and **PALACKÝ UNIVERSITY OLOMOUC**, public university having a principal address at Křížkovského 511/8, 779 00 Olomouc, IČO: 619 89 592, represented by prof. MUDr. Martin PROCHÁZKA, Ph.D., rector ("Recipient Institution") (each individually a "Party" and collectively the "Parties").

Whereas MUNI and [redacted] ("Provider Scientist") have agreed to provide the Original Material (as defined below) to Recipient Institution and [redacted] ("Recipient Investigator") solely for internal academic research purposes as further described herein;

In consideration of the mutual promises contained herein, MUNI and Recipient Institution enter into this Agreement under the following terms:

1. "Original Material" as used herein means [redacted]. These are provided by MUNI. "Material" as used herein means the Original Material and any progeny and unmodified derivatives thereof.

2. Subject to Section 1, the Material is the property of MUNI and is made available **free of charge** as a service to the research community. Ownership of the Material shall remain with MUNI and transfer of the Material to the Recipient Institution shall not affect MUNI's ownership of the Material. "Modifications" are defined as any modified versions of the Material made by Recipient Institution that contain or incorporate the Material, including but not limited to, genetically modified cell lines and progeny thereof. Recipient Institution owns Modifications except that MUNI shall retain ownership of the Material contained therein.

3. The Material is to be used (i) only at Recipient Institution and only in the Recipient Scientist's laboratory under the direction of the Recipient Scientist or others working under his/her direct supervision and (ii) solely for the non-commercial research described in Appendix A. The Material will not be transferred to anyone else within the Recipient Institution without the prior written consent of MUNI. The Material may not be used for commercial purposes by Recipient Institution unless MUNI provides its written consent to such use. For avoidance of doubt, "commercial use" does not include use in industrially sponsored academic research provided that such industry sponsors do not gain access to or rights to the Material or derivatives thereof. Recipient Institution may transfer the Material to a contract research organization ("CRO") for the purpose of providing research services to Recipient Institution, provided that each CRO must agree in writing to the following: (i) not to further transfer the Material; (ii) to use the Material solely for conduct of the particular work set forth in the applicable service agreement with Recipient Institution, and for no other purpose, (iii) to use the Material in accordance with the terms of this Agreement; and (iv) the CRO will have no rights to or interest in the Material.

4. The Material may not be transferred by the Recipient Institution to any third parties without MUNI's written consent, except as provided below in this paragraph or Section 3. Except with regard to Modifications made by Recipient Institution as described herein, Recipient Institution shall refer any request for the Material to MUNI. To the extent supplies are available, MUNI or Provider Scientist agrees to make the Material available, under a separate agreement having terms consistent with the terms of this Agreement, to scientists (at least those at nonprofit organization(s)) who wish to replicate the Recipient Scientist's research). Notwithstanding the foregoing, Recipient Institution may provide Modifications to other researchers at nonprofit institutions for teaching and/or non-commercial research use under a material transfer agreement or similar type of agreement that is at least as protective of MUNI's rights and interests as this Agreement.

5. The Recipient Institution acknowledges that the Material is or may be the subject of a patent application. Except as provided in this Agreement, no express or implied licenses or other rights are provided to the Recipient Institution under any patents, patent applications, trade secrets or other proprietary rights of MUNI, including any altered forms of the Material made by the Recipient Institution. In particular, no express or implied licenses or other rights are provided to use the Material, Modifications, or any related patents of MUNI for commercial purposes. In the event a commercial party expresses interest in using Modifications, and subject to MUNI's consent, the parties will work together to determine an acceptable form of license and/or other agreement and a mutually agreeable revenue sharing arrangement before transferring such Modifications.

6. If the Recipient Institution desires to use or license the Material or Modifications for Commercial Purposes, the Recipient Institution agrees, in advance of such use, to negotiate in good faith with MUNI to establish the terms of a commercial license. It is understood by the Recipient Institution that the MUNI shall have no obligation to grant such a license to the Recipient Institution and may grant exclusive or non-exclusive commercial licenses to others, or sell or assign all or part of the rights in the Material to any third party(ies), subject to any pre-existing rights held by others.

7. The Recipient Institution is free to file patent application(s) claiming inventions made by the Recipient Institution through the use of the Material but agrees to notify MUNI upon filing a patent application claiming Modifications or method(s) of manufacture or use(s) of the Material.

8. Any Material delivered pursuant to this Agreement is experimental in nature, may have hazardous properties, and must be used with prudence and appropriate caution, since not all of its characteristics are known. The Material will not have undergone the standard quality control of NIA. **THE MATERIAL IS PROVIDED WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED.** MUNI does not make any representation or warranty that the use of the Material will not infringe any patent or other proprietary right. Without limiting the generality of the foregoing, Recipient Institution understands and acknowledges that MUNI has undertaken no investigation or due diligence efforts in regard to the potential for any third party claims in connection with the Material. The Material cannot be used, and Recipient Institution agrees not to use the Material in a human subject, including any research testing of a diagnostic or therapeutic procedure or product on a human being.

9. Recipient Institution agrees to acknowledge MUNI as the source of the Material in any public scientific presentations or publications discussing the results of the research using the Material, and agrees to include Provider Scientist as a co-author on any initial journal publication of the Material if Provider Scientist has not previously published on the Material (unless if indicated otherwise by Provider Scientist).

10. Recipient Institution agrees that any person utilizing the Material within Recipient Institution will be advised of and agree to abide by the terms and conditions of this Agreement.

11. Unless prohibited by law, Recipient Institution assumes all liability for damages and claims resulting from its use, storage, modification or disposal of the Material or derivatives thereof including Modifications, except that Recipient Institution does not assume liability for damages to the extent they are caused by MUNI.

12. Recipient Institution affirms that: (check the box that applies)

☐ Investigator has obtained Embryonic Stem Cell Research Oversight ("ESCRO") or equivalent approval for the proposed use of the Material, or

✓ Under Recipient Institution's policies, no ESCRO or equivalent approval is required for the proposed use of the Material.

Recipient Institution affirms that it will use and dispose of the Material substantially in compliance with all applicable ethical guidelines and any applicable rules of Ethics Committee which is responsible body of Recipient Institution, and in compliance with all applicable laws, governmental regulations and governmental agency guidelines, including without limitation any applicable laws, regulations or governmental agency guidelines pertaining to research with induced pluripotent stem cells, that may have effect from time to time in Recipient Institution's jurisdiction.

13. Upon request, to the extent supplies are available and to the extent Recipient Institution is legally permitted to do so, Recipient Institution agrees to make available any Modifications or derivatives of Material made by Recipient Investigator using the Material (after Recipient Investigator has publicly disclosed or reasonably characterized such materials and under a separate material transfer agreement) to Provider Scientist.

14. Unless extended by mutual written agreement of the Parties, this Agreement shall expire upon the earlier of the completion of the Research or five (5) years after the Effective Date, unless earlier terminated by either party upon thirty (30) days' prior written notice to the other party.

15. Upon termination, Recipient Institution will return or destroy, at MUNI's direction, any Material, and all rights granted hereunder shall end. Notwithstanding the foregoing, other than instances of termination for uncured material breach by the Recipient Institution, the Recipient Institution, at its discretion, will also either destroy any Modifications or remain bound by the terms of this Agreement as they apply to Modifications.

16. This Agreement will be governed by and construed in accordance with the laws of the Czech Republic, without regard to its conflict of laws principles.

17. The following sections shall survive termination of this Agreement: 1, 2, 4, 5, 6, 7, 8, 9, 11, 12, 13, 15, 16, 17, and 18.

18. The Parties hereto acknowledge the fact that this 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 (Act on Register of Contracts) since value of provided Material exceeds 50 000 CZK (without VAT).

19. This Agreement is concluded as per the date signed and comes into effect as of the date of its publication in the Register of Contracts in accordance with aforementioned act. The Recipient Institution, which shall ensure publication hereof in the Register of Contracts, shall inform MUNI of its publication to e-mail address: [redacted]

The parties agree to the foregoing and have caused this Agreement to be executed by their duly authorized representatives.

Masaryk University, Faculty of Medicine

By: [redacted]

Name: prof. MUDr. Martin Repko, Ph.D.
Title: Dean of the Faculty of Medicine MU

Date: 18.6.2024

Palacký University Olomouc

By: [redacted]

Name: prof. MUDr. Martin Procházka, Ph.D.
Title: Rector of Palacký University in Olomouc

Date: 26-06-2024

Read and Understood by Recipient Investigator:

[redacted]

Name: [redacted]

Date: 24.6.2024

Appendix A

The requested lines of [redacted] will be used by the Department of experimental biology at the Palacký University Olomouc, Faculty of Science, for studies of the [redacted]