

COOPERATION AGREEMENT

concluded on the day, month and year given below between the parties:

Institute for Clinical and Experimental Medicine

Established by the decision of The Ministry of Health dated 29th May 2012, establishing document 17268-II/2012

Registered seat: Vídeňská 1958/9, 140 21 Praha 4

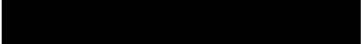

Registration number: 00023001

VAT No.: CZ00023001

Represented by: Ing. Helena Rögnerová, Director

(hereinafter referred to as “**IKEM**”)

and


Date of birth: 

Bank account no: 2112739829/2700

(hereinafter referred to individually by name or jointly as “**Member of the ISAB**”)

(Together as “**the Contracting Parties**”).

Preamble

- a. IKEM was selected the main recipient of the grant aimed to support the project **National Institute for Research of Metabolic and Cardiovascular Diseases** registration number LX22NP05104 (hereinafter referred to as “**CarDia**”) in the Exceles programme, based on the results of a tender announced by the Ministry of Education and Science of the Czech Republic.
- b. Following the goals and desired organisational structure of the project, the National Institute (hereinafter referred to as the “**Institute**”) was established. The advisory and supervisory body of the Institute shall be the International Supervisory and Advisory Board (hereinafter referred to as the “**ISAB**”).
- c. The above listed Member of the ISAB has agreed to participate in this collective body of the CarDia Consortium, with its primary goal to provide oversight and advisory role, as specified in Article I. of the Agreement.

**THE CONTRACTING PARTIES HAVE CONCLUDED THIS COOPERATION AGREEMENT
(HEREINAFTER REFERRED TO AS THE “AGREEMENT”):**

I.

Subject matter of the Agreement

- (1) The Member of the ISAB undertake to provide supervisory and advisory services in the field of management and project administration for IKEM according to his instructions, and IKEM undertakes to pay for these services a consideration to the Member of the ISAB according to the Article II. below.
- (2) The Member of the ISAB agree to inform IKEM on the course of his/her activities pursuant to this Agreement whenever IKEM asks for it.
- (3) The Contracting Parties agree to provide each other with mutual cooperation in order to achieve the purpose of this Agreement given in the Preamble and Article I of this Agreement.
- (4) Each of the Members of the ISAB has a given role in a specified field based on his/her professional and educational background. The role of each member is specified in Annex 1, which is an integral part of this Agreement. The Member of the ISAB agree with his/her assigned roles as specified in Annex 1.

II.

Consideration

- (1) For participating on the yearly meetings, IKEM undertakes to pay each of the Member of the ISAB pursuant to this Agreement a consideration.
- (2) The consideration will be paid by a transfer to each of the Member of the ISAB to the bank account number stated in the header of this Agreement.
- (3) The Consideration includes any and all expenses and costs related to activities of the Member of the ISAB while fulfilling his/her commitments pursuant to this Agreement unless the Contracting Parties agree otherwise.
- (4) The consideration will be paid by IKEM in accordance with delivered written statement of hours of each Member of the ISAB connected with provided supervisory and advisory services in the field of management and project administration for IKEM.

III.

Duration

- (1) This Agreement comes into force and effect on the day of its signature by all Contracting Parties.
- (2) This Agreement is concluded for the whole duration of the CarDia project, including the activities related to the final evaluation of the CarDia project.
- (3) This Agreement may be terminated by a written agreement between a member of the ISAB and IKEM only for serious reasons as specified in Annex 2. Such termination shall not affect the obligations of confidentiality for confidential information and commercial secrets delivered and obtained prior to termination.

IV.

Other rights and obligations

- (1) IKEM agrees to provide, based on his own discretion, any documents and information that the Members of the ISAB may request and need for the purpose of fulfilling his/her obligations under this Agreement. Any and all documents and confidential information produced or delivered by the Contracting Parties to each other shall remain the property of the Contracting Party, which provided such documents or information (hereinafter referred to as “**provider**”).
- (2) The Member of the ISAB are obliged to proceed with professional care during the performance of their commitments and obligations arising from this Agreement towards IKEM.
- (3) The Member of the ISAB undertake to protect the interests of the CarDia project that he/she is aware of regarding the subject matter of this Agreement and to inform IKEM of all facts that could be important for the subject matter of this Agreement.

V.

Confidential information. Protection of commercial secrets

- (1) The Contracting Parties agree that they will keep confidential all the information they obtain in connection with this Agreement and its performance and which is not publicly accessible. In this connection the Contracting Parties have agreed to ensure the confidentiality of all such information by their employees. Both the Contracting Parties also agree to ensure that the abovementioned information obtained by third parties that they entrust with partial tasks in connection with the realisation of this Agreement are also kept confidential. The provision of information to persons legally

authorised to request such information (to the extent that legislation so authorises them) will not be considered as a breach of obligations arising from this Article.

- (2) Irrespective of the above provisions, information provided to a third party that
 - a) is or will become publicly accessible, although not as a result of an error by the accepting party,
 - b) was already known by the accepting party at the time it was published, as demonstrated by written documents,
 - c) was independently obtained by the accepting party without reference to or the use of information obtained from the providing party,

will not be considered as confidential.

- (3) The provisions of sections (1) and (2) of this Article apply both to the period of validity of this Agreement and to the period after its termination.
- (4) The Member of ISAB shall notify the provider of any unauthorized use or disclosure of the provider's confidential Information known to it. The Contracting Parties acknowledge and agree that in the event of a breach or threatened breach of this Agreement, the non-breaching Contracting Party shall be entitled, without waiving any other rights or remedies, to seek injunctive or equitable relief.

VII.

Ownership of the reports and results

- (1) All the reports, documents, studies and researches carried out or prepared by the Member of the ISAB in connection with his/her fulfilment of this Agreement shall serve exclusively for purpose of the CarDia project.

VIII.

Final provisions

- (1) Any changes or amendments to this Agreement may only be carried out in written form and must be signed by both of the Contracting Parties.
- (2) This Agreement is concluded by the signature of all Contracting Parties.
- (3) In the event that a provision of this Agreement is found to be invalid or ineffective in whole or in part, the other provisions of this Agreement will remain valid and effective. The Contracting Parties agree that they will in good faith discuss and agree on the replacement of such invalid or ineffective provision by another provision that is valid

and effective and reflects the intentions of the Contracting Parties as given in the original provision.

- (4) If any of the provisions of this Agreement becomes invalid, objectionable, or unenforceable, it shall not affect the validity or enforceability of the remaining provisions, unless it follows from the nature of a provision that may not be separated from the remaining content of this Agreement. The Contracting Parties agree that they will immediately replace such an invalid or ineffective provision by another provision that is valid and effective and that reflects the intention of the Contracting Parties as given in the original provision.
- (5) This Agreement shall be governed and interpreted in accordance with the Czech law. Any litigation which cannot be settled amicably will fall under the exclusive jurisdiction of the competent courts of the Czech Republic.
- (6) IKEM and the Member of the ISAB declare that they have properly acquainted themselves with the content of this Agreement, that this Agreement was concluded after mutual discussion as an expression of their true and free will, definitely and comprehensibly and not under duress or under any conspicuously disadvantageous conditions.

List of annexes:

Annex 1 *International Supervisory and Advisory Board*

Annex 2 *The statutes and rules of procedure*

In Prague on

IKEM

**Helena
Rögnerová**

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Helena Rögnerová

Datum: 2023.10.16

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**Institute for Clinical and Experimental
Medicine**

Ing. Helena Rögnerová, Director

In Prague on

The Member of the ISAB

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