

PROJECT RESULTS' EXPLOITATION AGREEMENT

Contract No.: 014614/2024/00

Brno University of Technology

Central European Institute of Technology (CEITEC BUT)

Registered address: Antonínská 548/1, 602 00 Brno, Czech Republic

Address of the unit: Purkyňova 656/123, 612 00 Brno

ID No.: 00216305

VAT: CZ00216305

Represented by: Prof. Ing. Radimír Vrba, CSc., director of CEITEC BUT

Responsible employee: doc. Ing. Lucy Vojtová, Ph.D.

hereinafter referred to as „**participant**“ or „**BUT**“

and

Charles University

Registered address: Ovocný trh 560/5, 116 36 Prague, Czech Republic

ID No.: 00216208

VAT: CZ00216208

Represented by: prof. MUDr. Milena Králíčková, Ph.D., rector

Responsible employee: Ing. Bc. Lucie Vištejnová, Ph.D.

hereinafter referred to as „**participant**“ or „**CUNI**“

and

Tæknisetur ehf.

Registered address: Árleynir 2-8, 112 Reykjavík, Iceland

ID No.: 440621-1040

VAT: 141495

Represented by: Guðbjörg Hrönn Óskarsdóttir, Ph.D., managing director

Responsible employee: Dr. Gissur Örlygsson

hereinafter referred to as „**participant**“ or „**ICETEC**“

and

Genis hf.

Registered address: Aðalgata 34, 580 Siglufjörður, Iceland

ID No.: 6102050890

VAT: 86640

Represented by: Sigurgeir Guðlaugsson, CEO

Responsible employee: Thorlakur Jonsson, Ph.D.

hereinafter referred to as „**participant**“ or „**Genis**“

1. The subject matter of the Agreement

1.1. This Agreement governs the project results' exploitation created in the joint project No. TO01000309 named *"Low-temperature 3D Printing of Bio-Functionalized Ceramic Bone Implants with Adjustable Mechanical Properties"* funded by the Technology Agency of the Czech Republic in the *"KAPPA Programme"*.

2. Results, ownership and usage rights

2.1. Results created as applied results of the project:

- A) Result no. TO01000309-V1 Utility Model no. 37959 named Osteoinductive chitosan-based cement suitable for low temperature 3D printing of artificial bones with adjustable mechanical properties. Ownership share as in Joint Ownership Agreement, BUT Agreement No.: 011166/2023/00 paragraph 1.2. Ownership share of BUT: 30 %, Ownership share of CUNI: 10 %, Ownership share of ICETEC: 30 %, Ownership share of Genis: 30 %.
- B) Result no. TO01000309-V3 Utility Model no. 37960 named Antimicrobial and pro-healing bone cement for low-temperature 3D printing of artificial bones for inflamed bone defects. Ownership share as in Joint Ownership Agreement, BUT Agreement No.: 011166/2023/00 paragraph 1.3. Ownership share of BUT: 30 %, Ownership share of CUNI: 10 %, Ownership share of ICETEC: 30 %, Ownership share of Genis: 30 %.
- C) Result no. TO01000309-V4 Functional sample named Chitosan-based 3D printed artificial bone with enhanced pro-healing and antimicrobial activity. Ownership share of BUT: 30 %, Ownership share of CUNI: 10 %, Ownership share of ICETEC: 30 %, Ownership share of Genis: 30 %.
- D) Result no. TO01000309-V5 Scientific journal paper 1 named Novel stereological method for estimation of cell counts in 3D collagen scaffolds. Ownership share of BUT: 0 %, Ownership share of CUNI: 100 %, Ownership share of ICETEC: 0 %, Ownership share of Genis: 0 %.
- E) Result no. TO01000309-V6 Scientific journal paper 2 named A thermosensitive gel matrix for bioreactor-assisted in-cell NMR of nucleic acids and proteins. Ownership share of BUT: 100 %, Ownership share of CUNI: 0 %, Ownership share of ICETEC: 0 %, Ownership share of Genis: 0 %.
- F) Result no. TO01000309-V14 Functional sample named 3D printing head for low-temperature extrusion printing of pastes and hydrogels. Ownership share of BUT: 100 %, Ownership share of CUNI: 0 %, Ownership share of ICETEC: 0 %, Ownership share of Genis: 0 %.
- G) Result no. TO01000309-V15 Patent application no. EP24177422.3 named Polymer-Phosphate-Based Composition for 3D Printed Implants. Ownership share as in Joint Ownership Agreement, BUT Agreement No.: 011166/2023/00 paragraph 4. Ownership share of BUT: 30 %, Ownership share of CUNI: 10 %, Ownership share of ICETEC: 30 %, Ownership share of Genis: 30 %.
- H) Result no. TO01000309-V16 is actually the same as a result of TO01000309-V14. This is just a system copy.

- I) Result no. TO01000309-V17 Scientific journal paper 3 named Investigating the Effects of Laser Wavelengths and Other Ablation Parameters on the Detection of Biogenic Elements and Contaminants in Hydroxyapatite. Ownership share of BUT: 100 %, Ownership share of CUNI: 0 %, Ownership share of ICETEC: 0 %, Ownership share of Genis: 0 %.

The results are fully in compliance with the stated project objectives.

- 2.2. General rules covering ownership rights are set forth by the Partnership Agreement, which stipulates that the party that created the result as a part of their project work is the owner. Ownership rights concerning each individual result are listed in Appendix 1, including ownership shares of jointly-owned results.
- 2.3. The owner of tangible results is the party that created given tangible results.
- 2.4. The parties entered into the Joint Ownership Agreement, BUT Agreement No. 011166/2023/00, that covers rights and obligations concerning project Results no. TO01000309-V1, TO01000309-V3 and TO01000309-V15. The parties agree that the rules stipulated in the Joint Ownership Agreement are also applicable to Result no. TO01000309-V4.
- 2.5. The Contracting parties are obliged to take every step to fully execute an employer's right to acquire the invention from their employees and to provide appropriate compensation for the invention. Each party is responsible for settling rights with their employees.
- 2.6. The Contracting parties are obliged to implement the projects' result in a time period and scope given by approved implementation plan and are obliged to exploit or allow exploitation of the results in accordance with this Agreement and parties' interest while respecting legal protection of intellectual property and contractual confidentiality.
- 2.7. Participant is to use the jointly-owned results both commercially and non-commercially as part of their business activity. Participant is to integrate the results with their devices, equipment and systems. Results are to be used in a manner and scope set in the implementation plan.
- 2.8. BUT and CUNI is to use the results non-commercially as part of their activity, in particular for teaching purposes and further research, as well as commercially. In case of result usage as part of a collaboration with third party, BUT and CUNI shall respect business secret concerning the results and shall proceed in accordance with Article 5.2. For this purpose, participant grants BUT and CUNI non-exclusive free of charge licence for non-commercial activities regarding their results.
- 2.9. The parties agree that in case of commercial use of any of the results by one party, the other parties are eligible to receive a fair share of the revenues stemming from the commercialization in proportion with their ownership share in the result, taking into account all development cost born by the party intending the commercial use, and the relative value of the result for the commercial product in question. The Parties agree that the share of the revenues and other related issues will be agreed upon by the parties prior the commence of the commercial use, failing which the party intending commercial use of any of the Inventions shall appoint a neutral expert in order to assess the development cost born by that party and the fair share of the revenues stemming from the commercialization in proportion with the parties' ownership share in the result in question. Upon commercialization, that party shall pay the other parties their fair share of the revenues on the above basis.

- 2.10. The Contracting parties shall inform each other about third party's interest in exploiting the results. Licencing or transferring the rights to the jointly-owned results to third party must be approved by all parties. Revenues and/or royalties shall be divided between parties according to their ownership shares.
- 2.11. If one of the joint-owners transfers their ownership rights to a third party, this joint-owner shall assure adequate assignment of his rights and obligations stemming from this Agreement to a new owner. Such Contracting party shall inform other parties about this intention no later than 30 days prior assigning this Agreement.
- 2.12. The Contracting parties shall mutually hand over relevant copies of technical documentation necessary for results exploitation, in particular to be able to create replicas of such results.

3. Permission to publicize information

- 3.1 The Contracting parties give mutual permission to use the name of the other party for purposes of press release and informing the public about the project cooperation and about the research results. Contracting parties shall present products or services integrating project results only with attached information that the products/services include the project results as well as the identification details of the project and the name of the grant provider. The Contracting parties shall proceed according to the grant provider's instructions regarding publicity in effective wording.

4. Confidentiality

- 4.1 The project, the means of research or the results are not classified information as defined in Act No. 412/2005 Coll., on the Protection of Classified Information and Security Eligibility, as amended.
- 4.2 The Contracting parties acknowledge that information, documents and research results, created and handed over in connection with the project, may be considered confidential. Information about project's results compulsorily delivered to IS VaV, Results Register (RIV) or a similar register, must be delivered in a way reflecting the confidentiality.
- 4.3 Confidentiality is excluded for the project research publications made public before signing this Agreement (see Appendix 1).

5. Limitation of liability

- 5.1 None of the Contracting parties is liable for any exploitation of the project's results by other parties or any incurred damages by such exploitation. The limitation of liability is in the maximal scope permitted by applicable law.

6. Sanctions

- 6.1 If one of the Contracting parties breaches any of the provisions of this Agreement, the other Contracting party may ask for remedy within a reasonable time. When the given time lapses, the damaged party is entitled to withdraw from the contract.
- 6.2 The damaging party shall compensate the damaged party for damages.

6.3 The contractual penalty of 50, 000 CZK has been agreed for the following circumstances:

- a party commercially uses the results in spite of lacking agreement about compensation
- a party blocks the licencing of the results without any reasonable cause

8. **Final provisions**

8.1 This agreement comes into force on the date of publication in the contract register in compliance with Act No. 340/2015 Coll, on special conditions for the effectiveness of some contracts, publication of these contracts and register of contracts (hereinafter as the „Register of Contracts Act“). This agreement is concluded for an indefinite period. BUT is responsible for the publication.

8.2 This agreement can be amended only in writing.

8.3 The Contracting parties proclaim that they have read the Agreement before signing it, that they fully understand its meaning and that they concluded this Agreement without any threat or not in distress. The Contracting parties concluded this Agreement freely, seriously, with certainty and with a clear intention to comply with this Agreement.

8.4 This Agreement is signed in four (4) counterparts considered as originals. Each party receives one (1) counterpart.

In Brno on

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Prof. Ing. Radimír Vrba, CSc.
Director of CEITEC BUT
Brno University of Technology

In Prague on

.....
prof. MUDr. Milena Králíčková, Ph.D.
Rector
Charles University

In Reykjavík on

.....
Guðbjörg Hrönn Óskarsdóttir, Ph.D.
Managing director
Tæknisetur ehf.

In Siglufjörður on

.....
Sigurgeir Guðlaugsson
CEO
Genis hf.

Appendix 1 – Overview of the results

Applied results	The owner	The type of the results
1. Result no. TO01000309-V1 Utility Model no. 37959 named Osteoinductive chitosan-based cement suitable for low temperature 3D printing of artificial bones with adjustable mechanical properties.	BUT: 30 %, CUNI: 10 %, ICETEC: 30 %, Genis: 30 %.	Fuzit Utility model
2. Result no. TO01000309-V3 Utility Model no. 37960 named Antimicrobial and pro-healing bone cement for low-temperature 3D printing of artificial bones for inflamed bone defects.	BUT: 30 %, CUNI: 10 %, ICETEC: 30 %, Genis: 30 %.	Fuzit Utility model
3. Result no. TO01000309-V4 Functional sample named Chitosan-based 3D printed artificial bone with enhanced pro-healing and antimicrobial activity.	BUT: 30 %, CUNI: 10 %, ICETEC: 30 %, Genis: 30 %.	Gfunk Functional sample
4. Result no. TO01000309-V5 Scientific journal paper 1 named Novel stereological method for estimation of cell counts in 3D collagen scaffolds.	BUT: 0 %, CUNI: 100 %, ICETEC: 0 %, Genis: 0 %.	Jimp Scientific journal paper
5. Result no. TO01000309-V6 Scientific journal paper 2 named A thermosensitive gel matrix for bioreactor-assisted in-cell NMR of nucleic acids and proteins.	BUT: 100 %, CUNI: 0 %, ICETEC: 0 %, Genis: 0 %.	Jimp Scientific journal paper
6. Result no. TO01000309-V14 Functional sample named 3D printing head for low-temperature extrusion printing of pastes and hydrogels.	BUT: 100 %, CUNI: 0 %, ICETEC: 0 %, Genis: 0 %.	Gfunk Functional sample
7. Result no. TO01000309-V15 Patent application no. EP24177422.3 named Polymer-Phosphate-Based Composition for 3D Printed Implants.	BUT: 30 %, CUNI: 10 %, ICETEC: 30 %, Genis: 30 %.	O Other results
8. Result no. TO01000309-V16 is actually same as a result TO01000309-V14. This is just a system copy.		
9. Result no. TO01000309-V17 Scientific journal paper 3 named Investigating the Effects of Laser Wavelengths and Other Ablation Parameters on the Detection of Biogenic Elements and Contaminants in Hydroxyapatite.	BUT: 100 %, CUNI: 0 %, ICETEC: 0 %, Genis: 0 %.	Jimp Scientific journal paper