

## PATENT ASSIGNMENT AGREEMENT

No. 018/2025

pursuant to the provisions of Section 1746(2) of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "Civil Code") and Section 8 and 9 of Act No. 527/1990 Coll. on Inventions and Improvements (hereinafter referred to as the "Inventions Act")

### **Charles University**

ID: 00216208 | VAT ID: CZ00216208

registered address: Ovocný trh 560/5, 116 36 Praha 1

public university according to Act No. 111/1998 Coll., on Universities and on Amendments and Additions to Other Acts, as amended, not registered in the Commercial Register concerns the **Faculty of Mathematics and Physics**

address: Ke Karlovu 2027/3, 12116 Praha 2 – Nové Město

(hereinafter referred to as "Charles University")

represented by

### **Charles University Innovations Prague a.s.**

ID: 07236239 | Tax ID: CZ07236239

registered address: Ovocný trh 560/5, 110 00 Praha 1

registered in the Commercial Register maintained by the Municipal Court in Prague, file no.: B 26761

represented by: Ing. Zuzana Paulovics, Chairman of the Board

e-mail: XXX

(hereinafter referred to as „CUIP“)

and

### **Universidad Miguel Hernández de Elche**

ID: Q-5350015-C

registered address:: Avda. de la Universidad s/n, 03202 Elche (Alicante), Spain

represented by: Angel Antonio Carbonell Barrachina

e-mail: [XXXX](#)

(hereinafter referred to as „UMH“)

Charles University represented by CUIP and UMH (hereinafter collectively referred to as the "Parties", individually also as a "Party") enter into this Patent Assignment Agreement (hereinafter referred to as the "Agreement") on the day, month and year indicated on the signature page:

## **I. Subject of the Agreement**

1. The purpose of this Agreement is to assign the patent rights to the invention "XXXXXXXXXXXXXXXXXX", which was created in cooperation between Charles University and UMH (hereinafter referred to as the "invention").
2. The invention was created on the side of Charles University by XXXXXX, XXXXXX, and XXXXXX. as employees of the Faculty of Mathematics and Physics

of Charles University, and Charles University has duly exercised the right to it, therefore the invention is in the regime of a corporate invention under Section 9 of the Inventions Act.

3. The invention was created on the side of UMH by XXXXXX as employee of the Institute of Bioengineering of the UMH and UMH has duly exercised the right to it, therefore the invention is in the regime of a corporate invention under Article 21 of Patent Act No. 24/2015 of 24 July 2015.
4. The invention therefore belongs to Charles University and the UMH.
5. UMH hereby assigns all ownership rights to the invention to Charles University.

## II. Conditions of patent rights assignment

1. For the avoidance of doubt, as a result of this assignment, Charles University shall be the sole owner of the rights to the patent and is hereby independently entitled to apply for a patent or other form of legal protection for the invention.
2. For this assignment, UMH shall be entitled to **remuneration in the form of a share in the proceeds from the use of the invention** in a manner similar to that provided for in the internal regulations of Charles University for employees.
3. UMH shall be entitled pursuant to paragraph 2 of this Article to 10 % of the "Amount of fee for the inventor" as set out in Article 11(5) of Rector's Measure No. 46/2018 on the implementation of intellectual property rights at Charles University (available from the website at the link <https://cuni.cz/UKEN-969.html>). In the event of a change or replacement of this internal regulation of Charles University, the newer regulation shall apply accordingly.
4. UMH shall be notified of the income from the use of the invention together with the inventors from Charles University in the mode customary for technology transfer processes at Charles University, with the understanding that this remuneration shall be paid to UMH on the basis of this Agreement and shall constitute taxable income. UMH is solely responsible for such income tax obligations.
5. UMH is entitled to use the knowledge from the research leading to the invention in a non-commercial manner to further its own research.
6. UMH is obliged to maintain confidentiality with respect to any knowledge and data constituting the invention, to prevent any compromise of the potential for patent protection of such knowledge. UMH is entitled to disclose such knowledge or data (including, but not limited to, through publication or any other form of public dissemination) solely with the prior written consent of Charles University. This obligation shall remain in effect for a period of one (1) calendar year from the effective date of this Agreement.

## III. Final provisions

1. This Agreement shall enter into force on the date of its signature by both Parties and on the date of its publication in the Register of Contracts pursuant to Act No. 340/2015 Coll., on Special Conditions of Effectiveness of Certain Contracts, Publication of Such Contracts and on the Register of Contracts (the Register of Contracts Act), as amended. CUIP shall ensure that this Agreement is sent to the Register of Contracts after the signing of the Agreement.
2. The Agreement is concluded for an indefinite period of time without the possibility of termination.
3. The proper delivery of documents under this Agreement by one Party to the other Party shall be deemed to be by personal delivery, by courier service with delivery confirmation or by electronic message to the e-mail address of the relevant Party specified in the header of this Agreement.

Delivery by a postal licensee shall be understood to mean that the message is delivered by registered letter to the delivery address of the Party. The date of delivery means the date of receipt of the mail or the date of refusal to accept the mail. The date of delivery shall also mean the third (3rd) day after the date of surrender of the item for mailing.

4. If one Party causes damage to the other Party by breach of its obligations under this Agreement, it shall be liable for such damage in accordance with general legal regulations.
5. If any provision of this Agreement is found or becomes invalid, unenforceable or ineffective, such invalidity, unenforceability or ineffectiveness shall not affect the other provisions of this Agreement.
6. Any amendments to this Agreement shall require the written consent of both Parties in the form of ascending numbered amendments.
7. The legal relations arising and resulting from this Agreement shall be governed by the law of the Czech Republic, particularly the Civil Code.
8. This Agreement is drawn up in three (3) copies with the validity of an original, of which Charles University shall receive two (2) copies, one for the Faculty of Mathematics and Physics of Charles University, the other for CUIP, and UMH shall receive one (1) copy.

In Prague, on \_\_\_\_\_ 2025 In Elche on September 2025

---

**Charles University Innovations Prague a.s.**

Ing. Zuzana Paulovics,  
Chairman of the Board

---

**Universidad Miguel Hernández de Elche**

Angel Antonio Carbonell Barrachina....  
...Vicerector of Miguel Hernández University

Eduardo Fernández Jover  
Researcher