

Smlouva odběr/dodav. č. 1110/0016/17
Č. zakázky 8561/66; 119612
Č. činnosti 8220
Č. FÚ 0001
Datum 3.10.2017 Podpis [redacted]

Cooperation Agreement

concluded on the basis of § 1746 par. 2 of Act No. 89/2012 Coll. of the Czech Republic,
The Civil Code, as amended

(hereinafter referred to as the "Contract")

Concluded between:

Masaryk University

Žerotínovo nám. 9, 601 77 Brno, CZ

IČ: 00216224

VAT number: CZ00216224

Faculty of Medicine

Kamenice 5, 625 00 Brno, CZ

Represented by prof. MUDr. Jiří Mayer, CSc., dean of the Faculty of Medicine

Account number: [redacted]

Bank name: [redacted]

Bank address: [redacted]

IBAN: [redacted]

SWIFT CODE: [redacted]

(hereinafter referred to as an "University")

and

Mrs.

Prof. Nesrin Mogulkoc Bishop

Address: [redacted]

Account number: [redacted]

Account name (account holder): [redacted]

Bank name: [redacted]

Bank address: [redacted]

IBAN: [redacted]

SWIFT CODE: [redacted]

(hereinafter referred to as an "Contractor")

(together referred to as the "Parties")

I. Purpose of the Contract

- 1) This contract is concluded to define mutual rights and obligations between the Parties in relation to the Contractor's performance for the University considering the conditions given in this contract.

II. Subject of the Contract

- 1) Contractor commits to the University to perform the work concerning the Contractor's participation in Steering Committee within EMPIRE registry.
- 2) Contractor declares that he/she has the adequate skills, knowledge and qualification to perform appropriately according to this contract. The Contractor is obliged to obtain all the relevant permissions to be able to perform according to this contract.
- 3) The Contractor who is under an employment relationship is obliged to meet all the commitments connected to the employment before as well as during performing the obligations arising from this contract. If the Contractor's activity arising from this contract may be in conflict with his/her employer's activity or with the confidentiality rule, the Contractor is obliged to take out his/her employer's prior consent to perform his/her duties as it is stated in the Contract.
- 4) The Contractor is obliged to make sure that no trade secret or no other confidential information concerning the Contractor, the University or a third party is violated or infringed while performing the obligations set in this contract.

III. Term and Termination

- 1) This contract is concluded for a definite period of time - from the moment of signing of this Contract until the end of the project duration, but no later than 31. 12. 2019, whichever comes first.

IV. Compensation and Payment conditions

- 1) The University undertakes to pay for Contractor's performance a financial remuneration, which means € 500 excluding VAT per each attended Steering Committee meeting.
- 2) The Contractor is entitled to the individual remunerations only when he/she attends a relevant meeting of the Steering Committee in person.
- 3) Financial remunerations paid under the terms of this contract are the final rewards and includes all costs and rewards of the Contractor.
- 4) The remuneration will be paid with regard to the legislation in force in the field of income tax and value added tax, on the basis of data contractor listed in Annex no. 1 hereto - Tax Questionnaire.
- 5) The remuneration will be paid by the University to the Contractor's bank account set forth above in this contract within 30 days after the University receives a relevant minutes of meeting of the Steering Committee and an attendance list.
- 6) If the Contractor's bank account is held in the Czech Republic, the remuneration in EURO will be converted into CZK based on "Central bank exchange rate fixing" published by the Czech national bank as to the date when the Steering committee's session took place.

V. Obligations of the Contractor

- 1) Contractor as a member of the Steering Committee is obligated to:

- a. oversee conduction of the study according to Good Clinical Practice as well as all applicable requirements imposed by the reviewing Ethics Committee,
 - b. participate in the creation and eventual updates of the study protocol
 - c. ensure that the study is conducted in accordance with the study protocol and applicable regulations,
 - d. participate in the face to face and teleconference of the Steering Committee meetings if needed,
 - e. take the role of national coordinators in his/her respective country,
 - f. participate in the decision-making process of data usage and its publication,
 - g. provide scientific advice if needed.
- 2) Contractor undertakes to carry out his/her duties in accordance with this contract in time, in accordance with his/her best knowledge and belief and in accordance with the legitimate interests of the University.
 - 3) Contractor undertakes to carry out his/her duties in accordance to this contract in person.
 - 4) Contractor undertakes to meet the obligations arising from this contract in accordance with relevant laws, legislation and rules (including internal rules and guidelines set by his/her employer,) as well as all the ethical rules concerning the service in the medical field.
 - 5) Neither the results of Contractor's performance according to this contract nor their parts nor the information connecting to them can be published by the Contractor (e.g. as a journal article, lecture or in any other ways) or be provided to a third party without a prior written consent given by the University.
 - 6) Contractor agrees with processing his/her personal data provided to the University as a data administrator in connection with his/her performance set in this contract to lead personnel and economical agenda.

VI. Confidentiality

- 1) The subject of performance of this contract is considered to be strictly confidential and is the subject of University's trade secret. While the contract is valid as well as after its termination, Contractor undertakes not to publish, not to disclose to a third person, not to use for its own benefit any information related to the subject of this contract without a prior consent by the University (except for the obligations stated by relevant laws). The same applies when dealing with other information and/or documents obtained from the University in relation with this contract.
- 2) University is authorized to use the information provided by the Contractor and the results of Contractor's work according to this contract without any limitation. Above all the results of Contractor's work can be processed, modified, multiplied, provided to a third party or published either in parts or as a whole.
- 3) Applicable to Slovak citizens only: The Contractor agrees that the University is entitled to provide his / her personal data and any other information to a third parties to the minimum extent required to meet the information obligation imposed on the Contractor, University or donor who supports the Empire registry, by the generally binding legal regulations of the Slovak Republic effective at the moment of such provision.

VII. Termination

- 1) This contract can be terminated by a written notice by any of the Parties for any reason or even without any reason. The notice period is 30 days and it begins the first day of the month following the delivery of the notice to other party.. The notice must be delivered in person (receipt of delivery is needed) or as a registered letter.
- 2) If Contractor does not meet all his/her obligations arising from this contract appropriately and in time, the University can withdraw from a contract immediately. This withdrawal is effective on a day following the delivery of a written notification on withdrawal to the Contractor. The notice can be delivered either in person (receipt of delivery is needed) or as a registered letter.

VIII. Final provisions

- 1) Parties acknowledge that the University is an obligated subject under the Act no. 340/2015 Coll. of the Czech Republic, on special conditions for the effectiveness of some contracts, the disclosure of these contracts and the Registry of contracts (Act on the Registry of contracts). Parties declare that they agree that the contract and all its amendments will be published by the University in the Register of contracts under the conditions of the Act on the Register of contracts.
- 2) Parties declare that the confidential parts of the contract and its amendments will not be published in the Register of contracts. If Parties will not disclose the contract or its parts in the Register of contracts under the Act on the Register of contracts they are pursuing the mutual protection of legitimate interests.
- 3) This contract is valid on the day of its signature by both Parties and effective on the day of its publication in the Register of contracts.
- 4) This Contract shall be governed by the laws of the Czech Republic.
- 5) Any changes or any amendments shall be made in written form and shall be signed by both Parties.
- 6) This contract is executed in two counterparts, each Party shall receive one copy.

Annex: 1. Tax Questionnaire

IN WITNESS WHEREOF the Parties have duly executed this Agreement

In Brno, 27-09-2017

In MILAN, 09/09/2017

[Redacted signature]

prof. MUDr. Jiří Mayer, CSc.
dean of the Faculty of Medicine

[Redacted signature]

Contractor

[Redacted signature]