[UFAMTA-27-0055]

Material Transfer Agreement
(UBMTA terms)

The purpose of this Agreement is to provide a record of the biological material transfer, and to memorialize the agreement between the **PROVIDER, for itself and on behalf of its employee PROVIDER SCIENTIST** (both as identified below) and the **RECIPIENT, for itself and on behalf of its employee RECIPIENT SCIENTIST** (both as identified below) to abide by all the terms and conditions attached hereto, with respect to the material transfer effectuated hereby.

1. **PROVIDER**: Organization providing the **ORIGINAL MATERIAL**: University of Florida Board of Trustees
   Address: UF Innovate | Tech Licensing, 747 SW 2nd Ave. Suite 108, Gainesville, FL 32601 USA

2. **RECIPIENT**: Organization receiving the **ORIGINAL MATERIAL**: Charles University (First Faculty of Medicine), address: Katerinska 32, CZ-121 08 Prague 2, Czech Republic

3. **ORIGINAL MATERIAL**: EDTA blood, FFPE tissue sections from Bracco Italiano dog breed which have been previously supplied to RECIPIENT on Provider's behalf.

4. **Termination date**: December 30, 2027

5. **Transmittal Fee** to reimburse the PROVIDER for preparation and distribution costs: $0, no charge to Recipient

6. **Additional Binding Terms** In the event of any conflict between the terms of the UBMTA and these Additional Binding Terms, these Additional Binding Terms shall control.

   (a) The Material shall only be used until the termination date for, and as described in, the research plan by Recipient Scientist, as follows:
   Recipient Scientist shall extract DNA from the Material (blood) and retain not more than five micrograms of the extracted DNA. Immediately after the extraction, Recipient Scientist shall return all Material, including any DNA in excess of five micrograms to Provider Scientist at Provider Scientist' s expense. With the retained five micrograms of DNA, Recipient Scientist will perform whole genome sequencing and affected tissue studies to better understand mutations that predispose BIs to renal amyloidosis. This collaborative work will be conducted within the framework of the Integrated Multiomics Platform for the Characterization of Biological Correlates of Human Diseases and the Development of Novel Diagnostic, Preventive, and Therapeutic Approaches - (MULTIOMICS_CZ) - a project led by Prof. [redacted]
   (the "Research Project")

   (b) Publication. The Parties expect that research pursuant to this Agreement will result in publication in a scientific peer reviewed journal and the Parties will collaborate in the preparation of the manuscript submitted for publication. PROVIDER and RECIPIENT shall confer and cooperate in good faith to remove any confidential information from such publication while still retaining the data or results necessary to support the publication. In the event PROVIDER chooses not to participate in a publication and RECIPIENT does proceed to publish, then in consideration of the extensive effort and expense in developing the Material as provided, and its value to the research, RECIPIENT agrees to give due consideration, in accordance with scientific custom and journal standards, to provide co-authorship to PROVIDER SCIENTIST. An appropriate acknowledgment of the source of the ORIGINAL MATERIAL shall be made in all publications.

   (c) Recipient agrees not to transfer the Material or Modifications to anyone outside of Recipient Scientist's laboratory without the prior written consent of Provider. Any and all Material, including, but not limited to extracted DNA and any Material incorporated into Modifications, which remains on the Termination Date shall be returned to Provider Scientist at Provider Scientist's expense.

   (d) Recipient shall provide to Provider immediately upon completion of sequencing within one (1) year after receipt of the Material, a summary report of research results obtained through use of the Material. Within three (3) months after conclusion of the Research Project, Recipient shall provide to Provider a final report summarizing such research results. Provider may use the reports for any lawful purpose, provided that if confidential treatment has been requested by Recipient, Provider shall not publicly disclose such results until after publication.

[redacted]

(e) If Recipient's use of the Material in the direct performance of the Research Project results in an invention or discovery, or commercially useful result, including, without limitation, a new use, improvement or enhancement of the Material, that necessarily uses or necessarily incorporates the Material, whether patentable or not (an "Invention"), Recipient agrees to notify Provider within thirty (30) days of notice of invention and the Parties agree to negotiate in good faith their respective ownership of any intellectual property rights therein based on the relative contributions of the parties and applicable principles of U.S. patent law relating to ownership, including those relating to inventorship. If a joint invention is determined, Recipient agrees to enter into an inter-institutional agreement (IIA) with Provider delineating their respective roles as to patenting, commercializing, licensing, and marketing. Recipient shall, and does hereby, grant Provider a royalty-free, non-exclusive, non-transferable license to use any Invention for its internal, non-commercial academic purposes.

f) The Parties acknowledge that Charles University, as a public university and an entity under Art. 2 Par. 1 Letter e) of Act No. 340/2015 Coll., on Contract Register, is subject to the obligation to disclose any contracts it concludes in the contract register (hereinafter "Disclosure" or "Disclose"). The Parties state that this MTA is subject to mandatory Disclosure. Recipient pledges to Disclose the contents of this MTA as well as to inform Provider with no undue delay of the fact that the contents of this MTA have been Disclosed. Information shall be sent to at the e-mail address: [redacted]

This Agreement shall enter into force on the date of the Disclose of this Agreement in accordance with paragraph 6 and subparagraph (f). The parties agree to be bound by this Agreement, which includes the terms attached hereto, for the transfer specified above.

PROVIDER SCIENTIST:
Name: [redacted]
PROVIDER SCIENTIST hereby acknowledges the terms of this Agreement.

Signature: [redacted] Date: 9/7/2026 | 5:52 PM EDT

PROVIDER ORGANIZATION AGREEMENT
PROVIDER organization hereby accepts and agrees to all the terms of this Agreement.
UNIVERSITY OF FLORIDA BOARD OF TRUSTEES, a public body corporate of the State of Florida

Signature: [redacted] Date: 9/8/2026 | 7:38 AM EDT
Authorized Official Name and Title: Jim O'Connell, Director, Tech Licensing

RECIPIENT SCIENTIST:
Name: [redacted]
Mailing Address: KPDMP, Ke Karlovu 2, CZ-121 08 Prague 2, Czech Republic
+420-63324501

Signature: [redacted] Date: 10.8.2026

RECIPIENT ORGANIZATION AGREEMENT
RECIPIENT organization hereby accepts and agrees to all the terms of this Agreement.

By: [redacted] Date: 10.8.2026
Authorized Official Name and Title: Martin Vokurka, Dean of the First Faculty of Medicine, Charles University

[redacted]

3. The **RECIPIENT** and the **RECIPIENT SCIENTIST** agree that the **MATERIAL**:

(a) is to be used solely for teaching and academic research purposes;

(b) will not be used in human subjects, in clinical trials, or for diagnostic purposes involving human subjects without the written consent of the **PROVIDER**;

(c) is to be used only at the **RECIPIENT** organization and only in the **RECIPIENT SCIENTIST's** laboratory under the direction of the **RECIPIENT SCIENTIST** or others working under his/her direct supervision; and

(d) will not be transferred to anyone else within the **RECIPIENT** organization without the prior written consent of the **PROVIDER.**

4. The **RECIPIENT** and the **RECIPIENT SCIENTIST** agree to refer to the **PROVIDER** any request for the **MATERIAL** from anyone other than those persons working under the **RECIPIENT SCIENTIST's** direct supervision. To the extent supplies are available, the **PROVIDER** or the **PROVIDER SCIENTIST** agrees to make the **MATERIAL** available, under a separate agreement having terms consistent with the terms of this Agreement, to other scientists (at least those at **NONPROFIT ORGANIZATION(S)**) who wish to replicate the **RECIPIENT SCIENTIST's** research; provided that such other scientists reimburse the **PROVIDER** for any costs relating to the preparation and distribution of the **MATERIAL.**

5(a) The **RECIPIENT** and/or the **RECIPIENT SCIENTIST** shall have the right, without restriction, to distribute substances created by the **RECIPIENT** through the use of the **ORIGINAL MATERIAL** only if those substances are not **PROGENY, UNMODIFIED DERIVATIVES,** or **MODIFICATIONS.**

(b) Under an agreement at least as protective of the **PROVIDER's** rights as this Agreement, the **RECIPIENT** may distribute **MODIFICATIONS** to **NONPROFIT ORGANIZATION(S)** for research and teaching purposes only.

(c) Without written consent from the **PROVIDER,** the **RECIPIENT** and/or the **RECIPIENT SCIENTIST** may NOT provide **MODIFICATIONS** for **COMMERCIAL PURPOSES.** It is recognized by the **RECIPIENT** that such **COMMERCIAL PURPOSES** may require a commercial license from the **PROVIDER** and the **PROVIDER** has no obligation to grant a commercial license to its ownership interest in the **MATERIAL** incorporated in the **MODIFICATIONS.** Nothing in this paragraph, however, shall prevent the **RECIPIENT** from granting commercial licenses under the **RECIPIENT's** intellectual property rights claiming such **MODIFICATIONS,** or methods of their manufacture or their use.

6. The **RECIPIENT** 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** under any patents, patent applications, trade secrets or other proprietary rights of the **PROVIDER,** including any altered forms of the **MATERIAL** made by the **PROVIDER.** In particular, no express or implied licenses or other rights are provided to use the **MATERIAL, MODIFICATIONS,** or any related patents of the **PROVIDER** for **COMMERCIAL PURPOSES.**

7. If the **RECIPIENT** desires to use or license the **MATERIAL** or **MODIFICATIONS** for **COMMERCIAL PURPOSES,** the **RECIPIENT** agrees, in advance of such use, to negotiate in good faith with the **PROVIDER** to establish the terms of a commercial license. It is understood by the **RECIPIENT** that the **PROVIDER** shall have no obligation to grant such a license to the **RECIPIENT,** 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 and obligations to the Federal Government.

8. The **RECIPIENT** is free to file patent application(s) claiming inventions made by the **RECIPIENT** through the use of the **MATERIAL** but agrees to notify the **PROVIDER** upon filing a patent application claiming **MODIFICATIONS** or method(s) of manufacture or use(s) of the **MATERIAL.**

9. Any **MATERIAL** delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. The **PROVIDER** MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE

Standard Terms

I. Definitions:

1. **PROVIDER:** Organization providing the ORIGINAL MATERIAL. The name and address of this party is specified on the first page of this Agreement.

2. **PROVIDER SCIENTIST:** The name and address of this party is specified on the first page of this Agreement.

3. **RECIPIENT:** Organization receiving the ORIGINAL MATERIAL. The name and address of this party is specified on the first page of this Agreement.

4. **RECIPIENT SCIENTIST:** The name and address of this party is specified on the first page of this Agreement.

5. **ORIGINAL MATERIAL:** The description of the material being transferred is specified on the first page of this Agreement.

6. **MATERIAL: ORIGINAL MATERIAL, PROGENY,** and **UNMODIFIED DERIVATIVES.** The **MATERIAL** shall not include: (a) **MODIFICATIONS,** or (b) other substances created by the **RECIPIENT** through the use of the **MATERIAL** which are not **MODIFICATIONS, PROGENY,** or **UNMODIFIED DERIVATIVES.**

7. **PROGENY:** Unmodified descendant from the **MATERIAL,** such as virus from virus, cell from cell, or organism from organism.

8. **UNMODIFIED DERIVATIVES:** Substances created by the **RECIPIENT** which constitute an unmodified functional subunit or product expressed by the **ORIGINAL MATERIAL.** Some examples include: subclones of unmodified cell lines, purified or fractionated subsets of the **ORIGINAL MATERIAL,** proteins expressed by DNA/RNA supplied by the **PROVIDER,** or monoclonal antibodies secreted by a hybridoma cell line.

9. **MODIFICATIONS:** Substances created by the **RECIPIENT** which contain/incorporate the **MATERIAL.**

10. **COMMERCIAL PURPOSES:** The sale, lease, license, or other transfer of the **MATERIAL** or **MODIFICATIONS** to a for-profit organization. **COMMERCIAL PURPOSES** shall also include uses of the **MATERIAL** or **MODIFICATIONS** by any organization, including **RECIPIENT,** to perform contract research, to screen compound libraries, to produce or manufacture products for general sale, or to conduct research activities that result in any sale, lease, license, or transfer of the **MATERIAL** or **MODIFICATIONS** to a for-profit organization. However, industrially sponsored academic research shall not be considered a use of the **MATERIAL** or **MODIFICATIONS** for **COMMERCIAL PURPOSES** per se unless any of the above conditions of this definition are met.

11. **NONPROFIT ORGANIZATION(S):** A university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state, or country, nonprofit organization statute. As used herein, the term also includes government agencies.

II. Terms and Conditions of this Agreement:

1. The **PROVIDER** retains ownership of the **MATERIAL,** including any **MATERIAL** contained or incorporated in **MODIFICATIONS.**

2. The **RECIPIENT** retains ownership of: (a) **MODIFICATIONS** (except that, the **PROVIDER** retains ownership rights to the **MATERIAL** included therein), and (b) those substances created through the use of the **MATERIAL** or **MODIFICATIONS,** but which are not **PROGENY, UNMODIFIED DERIVATIVES** or **MODIFICATIONS** (i.e., do not contain the **ORIGINAL MATERIAL, PROGENY, UNMODIFIED DERIVATIVES**). If either 2 (a) or 2 (b) results from the collaborative efforts of the **PROVIDER** and the **RECIPIENT,** joint ownership may be negotiated.

USE OF THE **MATERIAL** WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.

10. Except to the extent prohibited by law, the **RECIPIENT** assumes all liability for damages which may arise from its use, storage or disposal of the **MATERIAL**. The **PROVIDER** will not be liable to the **RECIPIENT** for any loss, claim or demand made by the **RECIPIENT**, or made against the **RECIPIENT** by any other party, due to or arising from the use of the **MATERIAL** by the **RECIPIENT**, except to the extent permitted by law when caused by the gross negligence or willful misconduct of the **PROVIDER**.

11. This Agreement shall not be interpreted to prevent or delay publication of research findings resulting from the use of the **MATERIAL** or the **MODIFICATIONS**. The **RECIPIENT SCIENTIST** agrees to provide appropriate acknowledgment of the source of the **MATERIAL** in all publications.

12. The **RECIPIENT** agrees to use the **MATERIAL** in compliance with all applicable statutes and regulations, including Public Health Service and National Institutes of Health regulations and guidelines such as, for example, those relating to research involving the use of animals or recombinant DNA.

13. This Agreement will terminate on the earliest of the following dates: (a) when the **MATERIAL** becomes generally available from third parties, for example, through reagent catalogs or public depositories, or (b) on completion of the **RECIPIENT's** current research with the **MATERIAL**, or (c) on thirty (30) days written notice by either party to the other, or (d) on the date specified in an implementing letter, provided that:

(i) if termination should occur under 13(a), the **RECIPIENT** shall be bound to the **PROVIDER** by the least restrictive terms applicable to the **MATERIAL** obtained from the then-available sources; and

(ii) if termination should occur under 13(b) or (d) above, the **RECIPIENT** will discontinue its use of the **MATERIAL** and will, upon direction of the **PROVIDER**, return or destroy any remaining **MATERIAL**. The **RECIPIENT**, at its discretion, will also either destroy the **MODIFICATIONS** or remain bound by the terms of this Agreement as they apply to **MODIFICATIONS**; and

(iii) in the event the **PROVIDER** terminates this Agreement under 13(c) other than for breach of this Agreement or for cause such as an imminent health risk or patent infringement, the **PROVIDER** will defer the effective date of termination for a period of up to one year, upon request from the **RECIPIENT**, to permit completion of research in progress. Upon the effective date of termination, or if requested, the deferred effective date of termination, **RECIPIENT** will discontinue its use of the **MATERIAL** and will, upon direction of the **PROVIDER**, return or destroy any remaining **MATERIAL**. The **RECIPIENT**, at its discretion, will also either destroy the **MODIFICATIONS** or remain bound by the terms of this Agreement as they apply to **MODIFICATIONS**.

14. Paragraphs 6, 9, and 10 shall survive termination.

15. The **MATERIAL** is provided at no cost, or with an optional transmittal fee solely to reimburse the **PROVIDER** for its preparation and distribution costs. If a fee is requested by the **PROVIDER**, the amount is indicated on the first page of this Agreement.