AGREEMENT ON COLLABORATION IN THE AREA OF RESEARCH
Mayo Clinic Arizona and St. Anne's University Hospital – International Clinical Research Center

The Effective Date of this Agreement is January 1, 2018.

The Parties to this Agreement are:

Mayo Clinic Arizona, an Arizona charitable corporation, located at 13400 East Shea Boulevard, Scottsdale, AZ 85259 and its affiliates, defined herein (collectively "**Mayo**") and **International Clinical Research Centre of St. Anne's University Hospital in Brno (Fakultni nemocnice u svate Anny v Brne)**, contributory organization managed by the Ministry of Health of the Czech Republic, acting on behalf of its part, the **International Clinical Research Center of St. Anne´s University Hospital**, having a principal place of business at Pekarska 53, 65691, Brno, Czech Republic ("**FNUSA-ICRC**"), each individually a "**Party**" and, collectively, "**Parties**".

WHEREAS: Mayo is the first and largest integrated, not-for-profit medical group in the world, in which doctors from various specialties work together to care for patients through integrated clinical practice, education and research;

WHEREAS: Investigators from St. Anne's Hospital and Mayo Clinic collaborated during 2011-2016 on joint research, exchange of staff, and transfer of knowledge and know-how within the project to develop the International Clinical Research Center of St. Anne´s University Hospital, an international multidisciplinary medical research center and in 2017 Mayo provided research support services to FNUSA-ICRC;

WHEREAS: Contracting Parties wish to utilize the highly-specialized experience of Mayo investigators to develop FNUSA-ICRC research teams and through research collaboration, to support FNUSA-ICRC in reaching international competitiveness before the end of the sustainability period; and

WHEREAS: Contracting Parties wish to specify conditions for joint collaboration on conducting collaborative research activities in 2018-2020, consistent with the terms of this Agreement.

NOW, THEREFORE: In consideration of the mutual promises and covenants set forth below, the Parties hereby agree to the following terms and conditions for collaborative research activities in 2018-2020 ("**Agreement**").

Article 1.00 - Definitions

1.01 For Mayo, **"Affiliate"**: any corporation or other entity within the same "controlled group of corporations" as Mayo or its parent Mayo Clinic. For purposes of this definition, the term "controlled group of corporations" will have the same definition as Section 1563 of the Internal Revenue Code as of November 10, 1998, but will also include corporations or other entities which if not a stock corporation, more than fifty percent (50%) of the board of directors or other governing body of such corporation or other entity is controlled by a corporation within the controlled group of corporations of Mayo. Mayo's Affiliates include, but are not limited to: Mayo Clinic; Mayo Collaborative Services, Inc.; Mayo Clinic Florida; Mayo Clinic Jacksonville; and Mayo Health System entities. For FNUSA-ICRC, **"Affiliate"**: any corporation or other entity that is controlled by, or is under common control with, FNUSA-ICRC. For purposes of this definition, "control" means ownership of: (a) at least fifty percent (50%) or the maximum percentage, if less than fifty percent (50%), as allowed by applicable law, of the outstanding voting securities of such entity; or (b) at least fifty percent (50%) of the decision-making authority of such entity.

1.02 "Annual Progress Report": an official document provided by Mayo to FNUSA-ICRC annually describing the year-end progress and Outcomes of the research conducted hereunder for a particular year. The report shall have the form of **Exhibit B** of this Agreement**.** The Annual Progress Report shall be submitted on or before February 5 of the subsequent year.

1.03 "Confidential Information": any confidential or proprietary information or material disclosed by one Party, the disclosing Party, to the other, the receiving Party, for performance of the research activities hereunder and identified in writing as confidential at the time of disclosure or, if first disclosed orally, identified as confidential at the time of disclosure and confirmed in writing within forty-five (45) days. Confidential Information does not include any information or material that receiving party evidences is: (a) already known to the receiving Party at the time of disclosure (other than from the disclosing Party); (b) publicly known other than through acts or omissions of the receiving Party; (c) disclosed to the receiving Party by a third party who was not and is not under any obligation of confidentiality; or (d) independently developed by employees of the receiving Party without knowledge of or access to the Confidential Information. Notwithstanding the above, Data generated in the course of conducting research hereunder is not Confidential Information for publishing purposes in accordance with the publication section of this Agreement.

1.04 "Data": all research, pre-clinical and clinical data, including human subject data, genomic data, analytic data and other data that is generated in the performance of a Project Plan hereunder. Data does not include patient medical records or other source documentation, unless otherwise agreed and documented in a Project Plan.

1.05 "Indirect costs": costs related to using Mayo's facilities and administrative support that cannot be claimed as direct costs (including, but not limited to general administrative, departmental, sponsored program and sponsored project administration expenses, general equipment and supplies, operation and maintenance expenses, building and equipment depreciation and use allowance). Indirect costs are part of the real costs of conducting the research activities.

1.06 "Intermediate Progress Report": an official document provided by Mayo to FNUSA-ICRC annually, describing the intermediate progress of the research conducted under this Agreement. The report shall have the form of **Exhibit B** of this Agreement. Mayo shall send the first Intermediate Report to FNUSA-ICRC before 31 July and a second Intermediate Progress Report before October 31 of the relevant calendar year. The Parties recognize that the Intermediate Progress Report contains projection data only.

1.07 "Invention": any invention, innovation, discovery or other developments, whether or not patentable or protectable through another form industrial property, conceived and first reduced to practice during and in the course of performing the research undertaken in a Project Plan.

1.08 "Limited Data Set": a limited set of identifiable patient information as defined in the Privacy Regulations issued under the Health Insurance Portability and Accountability Act (**HIPAA**).

1.09 "Outcomes": specific outcomes resulting from the performance of the research activities hereunder as mutually agreed upon and described and approved in each executed Project Plan which form **Exhibit D** of this Agreement and are summarized in **Exhibit A**.

1.10 "Principal Investigator" or "PI": the individuals designated by each Party with authority to grant prior approvals and responsibility for overall scientific programmatic management, subject to his Agreement, its Exhibits and agreed strategy. The Principal Investigator for FNUSA-ICRC is Dr. Gorazd B. Stokin. The Principal Investigator for Mayo is Dr. Yonas E. Geda. If for any reason a Principal Investigator becomes unavailable to direct the performance of the work under this Agreement for the term of this collaboration, the Parties will be notified. If the Parties are unable to identify a mutually acceptable successor, this Agreement may be terminated consistent with Article 9.00 herein. For the avoidance of doubt, the Principal Investigators serve in a leadership role for the collaboration. They are not required, however, to also serve in a leadership role within their respective institutions (e.g. the FNUSA-ICRC Principal Investigator does not have to be the ICRC Chair).

1.11 "Project Plan": a specifically written, defined statement of joint research activities, in the form of **Exhibit C** of this Agreement. The executed Project Plans form an integral part of this Agreement as its **Exhibit D**. It is the agreement of the Parties that each individual Project Plan shall include:

(a) Details of the research to be conducted by each of the Parties (description of the research programs, team composition);
(b) Research goals and milestones;
(c) Outputs/outcomes (publications, methods and other intellectual property); and
(d) A budget, including a specification of contribution of each Party.

Exhibit A of this Agreement contains a summary of individual Project Plans, names of Responsible Investigators for each Party, and the summary of the Outcomes from individual projects.

The Parties acknowledge that each Project Plan and their associated budgets shall be reviewed on an annual basis. Each Project Plan that will be extended into the following year will require an amendment, updating the Project activities and budgets. A Project Plan may be terminated, consistent with the terms of this Agreement, and additional Projects and Responsible Investigator teams may be identified.

1.12 "Responsible Investigator": the individuals designated by each Party with responsibility for management of a research project under a Project Plan.

1.13 "Scientific Director": the individual responsible for maintaining the scientific and ethical standard accepted in the field for research managed under the Project Plans hereunder. The Scientific Director for this 2018-2020 collaboration is Dr. Gregory A. Worrell.

1.14 "Specimen(s)": any biologic material including, without limitation, strains and cultures, cell parts and organisms, tissues, blood, plasma, urine, spinal fluid or other fluids and derivatives thereof including DNA or RNA derived from any of the foregoing.

Article 2.00 – Budgets/Fiscal Management

2.01 <u>Funding</u>. FNUSA-ICRC agrees to pay Mayo up to $500,000.00 in U.S. dollars annually during the term of this Agreement for the research activities being conducted under the Project Plans.
(a) The budgeted amount for each year will be documented in budget attachments (Attachment A) to each of the Project Plans. The Parties acknowledge that the budget(s) provided include an indirect rate of 25%; FNUSA-ICRC has agreed to pay Mayo this indirect rate of 25% on the portion of funding (57% of Mayo's annual budget for each Project) paid to Mayo by FNUSA-ICRC. The Parties acknowledge that the budget amounts represent an equitable exchange for the proper and timely conduct of the research projects and realization of joint Project Plans. The Parties agree that once Mayo receives the funding, Mayo shall coordinate and administer the funding, consistent with the terms of this Agreement and the applicable Project Plan.

(b) Consistent with the terms of Section 2.02, below, FNUSA-ICRC shall pay Mayo 57% of Mayo's annual budget documented in the budget attachment (Attachment A) for each Project Plan in U.S. dollars for the research activities being conducted under the Project Plans.

(c) The Parties acknowledge that each Project Plan and their associated budgets shall be reviewed on an annual basis. A Project Plan may be terminated for the following calendar year, without penalty to either Party, due to lack of cost-matching funding by a Mayo Responsible Investigator or lack of sufficient funding by FNUSA-ICRC, or other reasons consistent with the terms of Article 9.00, and additional Projects/teams may be identified. Any new Projects mutually agreed upon will require execution of a new Project Plan and associated budget. For Project Plans extending into the following year, a new budget attachment (Attachment A) for each Project Plan being extended shall be drafted to reflect any revisions to that following year's budget and activities. The terms of the following year's budget attachments (Attachment A) for each Project Plan shall supersede the prior year's attachments (Attachment A) for those Project Plans and shall then govern and control the budget obligations of the Parties for that year.

(d) The Parties agree that FNUSA-ICRC shall notify Mayo prior to submitting for support for this research collaboration from another funding source. All funding sources and the obligations of the Parties based on those funding sources must be mutually agreed upon and defined within an amendment to this Agreement. Due to the obligations under such an award, the Parties further agree that government funding from the European Union shall not be used for payments to Mayo under this Agreement.

2.02 Matching Funds. Cost-Matching by Mayo (43%) is defined in this Agreement as the cumulative total cost of resources available to each Mayo Investigator's program which will be used to meet the proposed cost-matching requirement of the Agreement and demonstrate assurance of research commitment. The Parties agree that Mayo's cost-matching requirements under this Agreement may be made in the form of financial or in-kind contributions. Mayo complies with federal cost accounting standards that require cost sharing expenses to be treated in a consistent, uniform manner. For the avoidance of doubt, this amount will not be transferred to FNUSA-ICRC and/or to its employees. Financial updates for the Projects will be provided as part of the Annual Progress Report; Mayo will document within those Annual Progress Reports matching dollars used for protocol expenses hereunder.

2.03 Travel Expenses. Specific Project plans hereunder include budgets for travel. The Parties will mutually agree to any travel hereunder prior to initiating preparations of the travel. Travel arrangements connected with the travel of a Mayo employee shall be organized by Mayo; travel arrangements connected with the travel of a FNUSA-ICRC employee shall be organized by FNUSA-ICRC. The Parties have agreed that in the interest of maintaining the 3E rules (economy, efficiency and effectiveness), only economy class may be used in air transport and consumption of alcoholic beverages may not be reimbursed.

2.04 **Payment/Progress Report.** FNUSA-ICRC shall pay Mayo 57% of Mayo's annual budget for each Project identified in each Project Plan's budget attachment (Attachment A) in U.S. dollars for the research activities being conducted under the Project Plans. FNUSA-ICRC shall pay the full 57% of Mayo's annual budget for each Project ("**Advance Payments**") as following:

(a) for 2018, the full Advance Payment shall be paid to Mayo within 30 days after the Effective Date of this Agreement;

(b) for 2019-2020, the full Advance Payment shall be paid to Mayo by February 20 of each year, under the condition that FNUSA-ICRC approves the Annual Progress Report and reconciliation of the Advance Payment for the previous year.

Mayo undertakes to use this funding together with Mayo support solely in line with this Agreement and the applicable Project Plan and, consistent with the terms of this Agreement and the applicable Project Plan, will maintain accounting records and provide them to FNUSA-ICRC, and, based on the Annual Progress Report, reconcile accounts with FNUSA-ICRC in a properly and timely manner. Mayo shall document such payments from FNUSA-ICRC in detail at the time of the Annual Progress Report. The Parties agree that FNUSA-ICRC has the time limit of fifteen (15) days from receiving the Annual Progress Report for its evaluation and approval of the Annual Progress Report and the accounting reconciliation of the Advance Payment. Such approval shall not be unreasonably withheld or delayed.

In the case the Annual Progress Report or accounting reconciliation of the Advance Payment are not approved, FNUSA-ICRC is obliged to notify Mayo about the reasons for which the Annual Progress Report or, based on the Annual Progress Report, accounting reconciliation of Advance Payment was not approved. The Parties agree that Annual Progress Reports may not be approved unless the Outcomes of individual Project Plans for the particular calendar year have been reached. Should the agreed Outcomes in individual Project Plans not be identified as reached within thirty (30) days after Mayo was sent the reasons for which FNUSA-ICRC has not approved the Annual Progress Report, Mayo agrees to return to FNUSA-ICRC the amount identified within that Project Plan budget attachment (Attachment A) that was paid by FNUSA-ICRC for the completion of that Outcome. Mayo agrees to return such Outcome amount to FNUSA-ICRC within thirty (30) days after the Parties mutually agree on the amount of that return payment. The Parties also agree that activities under a Project Plan to which such a return payment pertains, unless the Parties agree otherwise, may be suspended or terminated.

The Parties shall make all necessary steps without delay to limit any harm to property and otherwise to any Party.

FNUSA-ICRC will remit payment to:
Mayo Clinic

2.05 Cost-Related Prior Approvals. The Parties acknowledge that during the term of this Agreement a particular Project Plan may require changes to specific elements within its budget or to the overall budgeted amount. Every change of the budget shall be agreed upon by the Parties and approval documented in an email between the Parties, if the total budget remains unchanged and at the same time the requested change is not higher than 10% of each individual sub-chapter of the budget of the Project Plan. The approval of the change may be made to the other Party through an e-mail by the contact persons (as per Section 10.10 of this Agreement). Change to the total budget of a particular Project Plan, including for example a transfer between Project Plans, is possible only in the form of an amendment to this Agreement.

2.06 Records. Mayo shall maintain complete and accurate accounting records in accordance with accepted accounting practices; all funds and corresponding accounting records shall be kept by Mayo separately from other activities of Mayo. These records shall be available for inspection, review and audit. Upon request, Mayo agrees to send copies of accounting records to FNUSA-ICRC within thirty (30) days of a request by FNUSA-ICRC, or its duly authorized representative, including state or regional bodies auditing FNUSA-ICRC, as required by law. Contracting Parties undertake to archive records for the period of at least ten (10) years from the end of research hereunder. Costs of administrative and accounting record-keeping and archiving shall be borne by each respective contracting Party.

2.07 Taxes. Any withholding taxes which are required by law to be withheld on remittance of any payment may be deducted from the amount paid and FNUSA-ICRC will promptly furnish Mayo (or, as the case may be, Mayo will promptly furnish FNUSA-ICRC) with original copies of all official receipts for such taxes. The Parties will obtain, or assist each other in obtaining, any tax reduction (including avoidance of double taxation), tax refund or tax exemption available to them by international treaty or otherwise.

2.08 Nature of Collaboration. The Parties declare that:

(a) Each is a non-profit research organization, whose primary goal is to provide healthcare services and conduct fundamental and clinical research and to disseminate its results by way of teaching, publication or technology transfer;
(b) That the collaboration according to this Agreement is solely of non-economic nature as it covers only non-economic activities between collaborating research organizations only; and
(c) That any profits are reinvested into these primary activities: the dissemination of their results, research and related clinical practice or educational purposes, consistent with the Parties' missions.

2.09 Discrepancies in spending. If it is determined from the checking of accounting documents that there is a discrepancy in spending of the approved budgets for the mutually-

agreed Project Plan, its budget, or Annual Progress Report, Mayo shall have thirty (30) days from its receipt of such notice to explain such discrepancy and provide appropriate evidence that its spending is in line with this Agreement, its attachments, and the Annual Progress Report. The Parties will work closely to resolve any disagreements in regard to their activities under this Agreement. If resolution is not achieved, such dispute shall be finally settled by arbitration in accordance with Section 10.05 of this Agreement.

2.10 Unspent Budget. In the case a portion of individual budgets identified in the Project Plan(s) are not spent, the Parties agree that the Advance Payment of FNUSA-ICRC for the next calendar year shall be reduced by a sum corresponding to the unspent amount of FNUSA-ICRC budget for the previous year. For the last year of the collaboration, the Parties agree that all work on the Projects will be completed by August 31, 2020. Mayo shall return any unspent part of the budget for 2020 to the bank account of FNUSA-ICRC by December 20, 2020. In case of early termination of this Agreement, the Parties shall proceed according to the terms of Article 9.00.

2.11 Overspent Budget. The Parties explicitly agree that individual budgets are set up responsibly so that they would cover all costs originating and associated with the performance of this Agreement. Costs created above the extent of the mutually-agreed budget shall be borne by the Party to which such costs shall arise, unless the Parties shall agree otherwise in accordance with Section 10.01.

2.12 Conflicting Terms. In the event of any conflict between the terms and conditions of this Agreement and FNUSA-ICRC's obligations to the contributory organization managed by the Ministry of Health of the Czech Republic, the terms and conditions of this Agreement and the applicable Project Plan(s) document and control Mayo's rights and obligations under this collaboration.

Article 3.00 - Conduct of Research

3.01 Subject of the Agreement. The Parties agreed to collaborate on research specified in detail containing research activities and agreed Outcomes in each executed Project Plan attached in **Exhibit D**. **Exhibit A** of this Agreement, as further defined in Section 1.11, contains a summary of the Projects and the Project Outcomes agreed upon by the Parties. FNUSA-ICRC undertakes to provide adequate cooperation for the proper and timely realization of this Agreement and, in accordance with Article 2.00 of this Agreement, shall bear its part of the costs of this collaboration in the form of financial contribution for the budgets of the individual Project Plans. Mayo undertakes to coordinate, manage, and ensure realization of individual Project Plans and bear a part of the costs for this collaboration, in accordance with Section 2.02 of this Agreement, in the form of financial or in-kind contributions according to the budgets of individual Project Plans.

3.02 Form of Execution of the Agreement Common to all Project Plans. The Parties have agreed to conduct the Projects consistent with the terms of each Project Plan and this Agreement and to conduct specific activities, as documented in those Project Plans, such as:

- Members of each research team will conduct regular weekly meetings to coordinate joint research and consultations, usually in the form of teleconferences; both Parties undertake to respect the time difference when setting the time of teleconference.
- Mayo will use best efforts to send at least once per year the Responsible Investigator or designated deputy for a personal meeting with the members of the FNUSA-ICRC research team, or for the time necessary to carry out joint experiments or share know-how.
- FNUSA-ICRC will use best efforts to send at least once per year the Responsible Investigator or designated deputy from the respective research team to a personal meeting with the members of the research team at Mayo, or for the time necessary to carry out joint experiments or share know-how.
- Members of every research team will exchange Data for research within their field of responsibility in accordance with the terms of this Agreement and relevant law and legislation while observing the rules ensuring protection of the Data from unauthorized access or processing of the Data.
- Members of each research team shall collaborate and agree on the form and extent of presentation of the progress of joint research and Outcomes of joint research, consistent with the terms of this Agreement and in timely manner prior to the intended presentation.
- Members of each research team will collaborate and support each other during preparation of joint publications concerning joint research and Outcomes according to this Agreement.
- Other details as set in Exhibit D of this Agreement.

3.03 Specimen Use. The Parties agree that Specimens and other research materials exchanged during the conduct of a Project Plan are owned by the providing Party and the transfer of such materials to the recipient Party under the terms of this Agreement shall not affect the providing Party's ownership interest therein. All such materials will be maintained by the recipient Party so that they are readily identifiable. The receiving Party agrees to use such Specimens solely for research purposes as specified in the Project Plan for which such Specimens are provided and shall not transfer, deliver or otherwise release such Specimens to a third party without the express prior written consent of the providing Party. Upon termination or expiration of a Project Plan or this Agreement, and at the instructions of the providing Party, the receiving Party shall either return to the providing Party or demonstrably destroy all unused Specimens and other research materials. Any disposal of Specimens shall be always subject to the strictest laws and regulations applicable to that Party.

3.04 Data. The Parties, in performing any research pursuant to this Agreement, shall be respectful of the privacy of medical information, and shall adhere to the requirements of all international, national and state regulations applicable to that Party related to the privacy of

such information. Both Parties shall comply with applicable laws and regulations, as amended from time to time, with the respect to the collection, use, storage and disclosure of any Data arising from conduction of a Project Plan, including without limitation, the Health Insurance Portability and Accountability Act of 1996 (**HIPAA**) and its implementing regulations (**45 C.F.R. et.seq**.) and seek appropriate Ethics Review Board/Institutional Review Board (**IRB**) approval, when applicable, in performing its obligations under this Agreement.

Mayo shall own Data collected by Mayo and FNUSA-ICRC shall own Data collected by FNUSA-ICRC. If applicable, any Data furnished to FNUSA-ICRC concerning Mayo patients will be furnished in a coded format, which protects patient identities. FNUSA-ICRC's ability to review a patient's medical record shall be subject to reasonable safeguards for the protection of patient confidentiality. Should the collaborative research involve processing of patient Data originating in the European Union (**EU**), respective EU rules on personal data processing shall be observed by the Parties, which may include also the obligation of both Parties to conclude a separate agreement on the transfer of personal data to the USA; any processing of patient data shall be always subject to the strictest laws and regulations applicable to that Party. Mayo Principal Investigators shall be responsible for informing FNUSA-ICRC of applicable U.S. laws concerning patient data; FNUSA-ICRC Principal Investigators shall be responsible for informing Mayo of applicable EU laws concerning patient data.

3.05 Limited Data Set. The Parties acknowledge that for a particular project hereunder it may be determined that a "**Limited Data Set**" of identifiable patient information as defined in the Privacy Regulations issued under HIPAA may be exchanged with appropriate Ethics Review Board/Institutional Review Board approval and as authorized by the patient's or volunteer's written consent. . A Party receiving a Limited Data Set under the terms of this Agreement shall not use or disclose the Limited Data Set other than as permitted or required under this Agreement/attached Project Plan or as required by law or as otherwise authorized by the disclosing Party. The receiving Party shall ensure that any agent, including a subcontractor, to whom it provides a Limited Data Set, agrees to the same restrictions and conditions that apply through this Agreement to the receiving Party with respect to such information. The receiving Party shall report in writing as promptly as reasonably possible after discovery by that recipient of such unauthorized use or disclosure of a Limited Data Set to the other disclosing Party. The receiving Party's obligation to protect the privacy of the Limited Data Set(s) is continuous and survives any termination, cancellation, expiration, or other conclusion of this Agreement. The receiving Party will not identify or attempt to identify the individuals whose Protected Health Information appears in a Limited Data Set. The receiving Party will not contact or attempt to contact the individuals whose Protected Health Information appears in a Limited Data Set.

3.06 Animal Studies. With respect to any research covered by this Agreement involving animal subjects, the Parties shall comply with all laws, rules and regulations applicable to that Party of any governmental authority, agency or entity having jurisdiction over the research

(including, but not limited to, the 1966 Federal Animal Welfare Act [**AWA**] and the 1985 Improved Standards of Laboratory Animals Acts) and seek appropriate Institutional Animal Care and Use Committee (**IACUC**) or equivalent oversight committee approval in performing its obligations under this Agreement.

3.07 Compliance with Law. The Parties will comply with all international, federal, national and state laws and regulations which are applicable to this contract at the location at which the research is being conducted, including all laws and regulations relating to patient informed consent, protection of privacy, human subjects research, use of animals in research, and handling of hazardous materials. Each Party shall obtain and maintain current approval from its internal oversight bodies (e.g. Ethics Review Board/Institutional Review Board [**IRB**]) for all research that falls under the jurisdiction of those bodies. If a Party determines that this Agreement may create a material risk of violating any law as referred to above, then the Party shall give written notice to the other, and the Parties will use good faith efforts to reform the Agreement as necessary to achieve compliance. If reformation is not possible, then the Parties will cooperate to terminate this Agreement as soon as practicable with due consideration to patient safety and research matters.

Article 4.00 - Inventions, Discoveries and Patents

4.01 No Transfer of Rights. Without prejudice to the possibility to use any right in or license to any inventions, patents, copyrights or other proprietary right in due course of research activities pursuant to this Agreement, it is expressly agreed that neither Party transfers by operation of this Agreement to the other Party such right in or license to any inventions, patents, copyrights or other proprietary right owned as of the commencement date of the Agreement or arising outside of the Project Plans conducted under this Agreement.

4.02 Ownership.

(a) Mayo shall own all Inventions conceived and first reduced to practice solely by employees of Mayo and arising out of research carried out under the provisions of this Agreement ("**Mayo Inventions**").

(b) FNUSA-ICRC shall own all Inventions conceived and first reduced to practice solely by employees of FNUSA-ICRC and arising out of research carried out under the provisions of this Agreement ("**FNUSA-ICRC Inventions**").

(c) Mayo and FNUSA-ICRC shall jointly own all Inventions conceived and first reduced to practice by employees of both Mayo and FNUSA-ICRC and arising out of research carried out under the provisions of this Agreement ("**Joint Inventions**"). For any Joint Inventions, the Parties will agree to negotiate in good faith as to the protection,

prosecution, maintenance and defense of the same and embody such understanding in a separate written agreement (Section 4.05).

(d) Inventorship of any Invention shall be determined in accordance with U.S. Patent Law.

4.03 Reservation of Rights. All rights herein are subject to:

(a) The rights and obligations to and requirements of the U.S. government, if any have arisen or may arise, regarding the Mayo Inventions and Joint Inventions, including as set forth in 35 U.S.C. §§200 et al., 37 C.F.R. Part 401 et al. ("**Bayh-Dole Act**");

(b) Mayo's and its Affiliates' reserved, irrevocable right to practice and have practiced Mayo Inventions and Joint Inventions in connection with Mayo's and its Affiliates' educational, research and clinical programs; and

(c) FNUSA-ICRC's and its Affiliates' reserved, irrevocable right to practice and have practiced FNUSA-ICRC Inventions and Joint Inventions in connection with FNUSA-ICRC's and its Affiliates' educational, research and clinical programs.

FNUSA-ICRC agrees to comply with the provisions of the Bayh-Dole Act, if applicable, including promptly providing to Mayo information requested to enable Mayo to meet its compliance requirements thereunder; Mayo shall notify FNUSA-ICRC of the respective obligations in the Project Plan. Mayo agrees to comply with the provisions of international and national laws and regulations, if applicable, including promptly providing to FNUSA-ICRC with information requested to enable FNUSA-ICRC to meet its compliance requirements thereunder; FNUSA-ICRC shall notify Mayo of the respective obligations in the Project Plan.

4.04 Infringement. If either Party becomes aware of a claim by a third party that its activities under this Agreement infringes a third party's intellectual property rights, it will notify the other Party. To the extent such claim may affect the rights of the other Party, both Parties will determine how to address the potential claim, which may include ceasing the alleged infringing activity. In the event either Party is sued for infringement of third party intellectual property rights because of its actions or that of the other Party under a Project Plan, the Parties will confer on an appropriate defense strategy and an equitable sharing of associated costs. Unless otherwise agreed, the Parties will bear those costs in the same proportion in which they agree to share revenue related to the Project Plan at issue.

4.05 Commercialization. Should any Invention or other intellectual property right with commercial relevance result from the collaborative research conducted under this Agreement and its Exhibits, the principles of division of revenues with respect to contribution of the Parties shall be provided for in a separate agreement. In such separate agreement, the Parties will also determine how the Parties will commercialize such Invention or other intellectual property in line with the interest of the Parties and for the benefit of patients.

Article 5.00 – Confidentiality

5.01 Treatment of Confidential Information. Except as provided for in Section 5.02, neither Party will disclose, use or otherwise make available the other Party's Confidential Information during the Term or for three (3) years thereafter, and will use the same degree of care it employs to protect its own confidential information. Both Parties agree to use Confidential Information solely as allowed by this Agreement and for the purposes of conducting the research activities hereunder.

5.02 Right to Disclose.

(a) To the extent it is reasonably necessary or appropriate to fulfill its obligations or exercise its rights under this Agreement, a Party may disclose Confidential Information of the other Party to its consultants, and outside contractors on the condition that each such entity agrees to obligations of confidentiality and non-use at least as stringent as those therein.
(b) If a Party is required by law, regulation, court order, or international, state, or regional controlling bodies to disclose any Confidential Information of the other Party, it will have the right to do so, provided it: (i) promptly notifies the other Party; (ii) provides the minimum amount of Confidential Information necessary to comply with law or court order as advised by its legal counsel; and (iii) reasonably assists the other Party to obtain a protective order or other remedy of other Party's election and at other Party's expense.
(c) The Parties agree and are familiar with the obligation of FNUSA-ICRC as a government contributory organization of the Czech Republic to publish the textual content of this Agreement in the Register of Contracts of the Czech Republic in the sense of Act no. 135/2015 Coll., on special conditions of validity of certain contracts, publication of such contracts and on the register of contracts (act on the register of contracts), as amended by subsequent legislation.

Article 6.00 – Publication

6.01 Publications. The Parties agree that the results of joint research will be published jointly, in accordance with the norms of authorship of scholarly publication. Joint publications are those where there is at least one co-author from both Parties. In order to assure protection of future patent rights, draft publications or presentation materials will be provided prior to such joint publications to the technology transfer office of the Party specified in the Project Plan that is directing patent filing and prosecution prior to any publication. Such technology transfer office shall notify the authors within thirty (30) days whether that Party wishes to file a patent application. In such a case, publication or presentation may be delayed for an additional thirty (30) days to permit patent filing.

The Parties further agree that after such joint publications, or, if such joint publications are not submitted within twelve (12) months after conclusion, abandonment or termination of a

research Project, or if the Parties mutually agree that no joint publications will occur for a particular Project, the Parties reserve the right, individually, to publish and present the results of that research Project hereunder in scholarly or professional journals, at professional meetings or conferences, or otherwise of their choosing in accordance with the terms of this Agreement.

6.02 **Affiliation and Dedication.** Each joint publication arising from a Project Plan hereunder shall contain Affiliation in the form "International Clinical Research Center, St. Anne´s University Hospital Brno, Brno, Czech Republic" and Dedication "Supported by the project no. LQ1605 from the National Program of Sustainability II (MEYS CR), or short Dedication "Supported by the project No. LQ1605 (MEYS CR, NPU II).

6.03 **Acknowledgement.** In addition to Section 6.02, **e**ach joint publication arising from a Project Plan hereunder shall contain a listing of investigators participating in the research that are not included in the authorship, in accordance with the International Committee of Medical Journal Editors (ICMJE) regulations.

Article 7.00 - Use of Name and Logo

7.01 Neither Party will use for publicity, promotion or otherwise, any logo, name, trade name, service mark or trademark of the other Party or its Affiliates, or any simulation, abbreviation or adaptation of the same, or the name of any employee or agent of the other Party, without that Party's prior, written, express consent. A Party may withhold such consent in that Party's absolute discretion. For the avoidance of doubt, no public relations efforts will be pursued without mutual agreement of the Parties.

7.02 Mayo's marks include, but are not limited to the terms "Mayo®," "Mayo Clinic®" and the triple shield Mayo logo. With regard to the use of Mayo's name, all requests for approval pursuant to this Section must be submitted to the Mayo Clinic Public Affairs Business Relations Group, at the following e-mail address: @mayo.edu at least five (5) business days prior to the date on which a response is needed.

7.03 FNUSA-ICRC's marks include, but are not limited to the terms "FAKULTNÍ NEMOCNICE U SV. ANNY V BRNĚ" including its logo.

7.04 Each Party shall be allowed to release the following information without the approval of other Party: (1) the existence of this Agreement and any Project Plan hereunder; and (2) any additional information as necessary to ensure compliance with requests and inspections by regulatory authorities, such as, but not limited to, the Research Ethics Board/Institutional Review Board. None of this information shall be Confidential Information. No publicity shall be given by either Party to any of the results of the investigation without the prior written approval of the other Party, except as otherwise provided in this Agreement.

7.05 The terms of this Article 7.00 shall survive the termination, expiration, non-renewal, or rescission of this Agreement.

Article 8.00 - Representations, Warranties and Disclaimers

8.01 **Mutual Representations and Warranties.** Each Party represents and warrants to the other that it:

(a) Has the power to enter into this Agreement and to perform and ensure the performance of its and its Affiliates' obligations hereunder and has taken all actions necessary for the execution of this Agreement, which constitutes a binding obligation enforceable against it;
(b) Shall comply and ensure that its Affiliates comply with all international, national, or local laws and regulations applicable to that Party in its performance under this Agreement;
(c) Shall obtain and ensure its applicable Affiliate has obtained or will obtain all consents, including patient informed consent, as applicable, necessary to transfer any Specimens or Limited Data Sets that it transfers to the other Party hereunder.

8.02 **Disclaimers.**

(a) Except as otherwise set forth in this Agreement, **NEITHER PARTY HAS MADE AND DOES NOT MAKE ANY PROMISES, COVENANTS, GUARANTEES, REPRESENTATIONS OR WARRANTIES OF ANY NATURE, DIRECTLY OR INDIRECTLY, EXPRESS, STATUTORY OR IMPLIED, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DURABILITY, CONDITION, QUALITY OR ANY OTHER CHARACTERISTIC OF ANY INVENTIONS, SPECIMENS, DATA, OR RESEARCH RESULTS.**
(b) IN NO EVENT WILL EITHER PARTY'S LIABILITY OF ANY KIND INCLUDE ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE LOSSES OR DAMAGES, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.03 **Insurance.** Each Party shall carry sufficient insurance coverage (whether a policy or program of insurance or self-insurance) for a time period sufficient to cover any lability assumed by that Party hereunder during the terms of this Agreement and after. FNUSA-ICRC informed Mayo before signing this Agreement about its limited possibility to take out full insurance under Czech legislation under the Act on budgetary rules no. 218/2000 Paragraph 70, as amended.

8.04 **Responsibility.** While fulfilling this Agreement, each Party agrees that it will be responsible for its own acts or omissions and the negligent acts or omissions of its Affiliates,

employees, agents, officers, or directors, to the extent allowed by law, and shall not be responsible for the acts or omissions of the other Party, its Affiliates, employees, agents, officers, or directors. Each Party therefore agrees that it will assume liability for itself, its Affiliates, agents or employees for any injury to persons or property resulting in any manner from the conduct of its own operations or its Affiliates, agents or employees under this Agreement, and for any loss, cost, damage, or expense resulting at any time from failure to exercise proper precautions, by itself or through its Affiliates, agents or employees.

8.05 **FNUSA-ICRC Additional Representation.** FNUSA-ICRC represents and warrants that for these 2018-2020 collaborative research Projects, Mayo is not subject to any obligations or penalties under the grant FNUSA-ICRC received from the National Sustainability Fund managed by the Ministry of Education, Youth and Sports of the Czech Republic (Ref. No.: MSMT-8007/2015-1). Further, FNUSA-ICRC agrees to indemnify and hold harmless Mayo should any claims be brought against Mayo by the Ministry or other funding sources due to the funding provided to Mayo by FNUSA-ICRC hereunder and/or the research activities conducted under this Agreement.

8.06 The terms of this Article 8.00 shall survive the termination, expiration, non-renewal, or rescission of this Agreement.

Article 9.00 - Term and Termination

9.01 **Term.** The term of this Agreement shall extend until December 31, 2020 ("**Term**"), unless otherwise extended upon mutual written agreement of the Parties.

9.02 **Right to Terminate.** This Agreement may be terminated immediately by written agreement of both contractual Parties. In addition, this Agreement may be terminated by either Party by giving to the other a minimum of two (2) months prior written notice which shall start on the first day of the month following the delivery of the notice to the other Party.

As it pertains to a specific Project Plan, such Project Plan may be terminated by either Party giving to the other a minimum of thirty (30) days prior written notice, which shall start on the first day after the delivery of the notice to the other Party.

Other than as expressly identified in this Agreement, neither Party shall be under any obligations or penalties to the other for early termination of this Agreement or termination of a specific Project Plan.

Consistent with the terms of Section 9.05, the Parties and their respective Responsible Investigator(s) will take all reasonable efforts to stop spending of their budget or minimize further utilization of their budget under a Project Plan(s) upon issuing or receiving such termination notice.

9.03 Key Personnel. If for any reason the Scientific Director, Principal Investigator, or Responsible Investigator becomes unavailable to manage their duties hereunder, the applicable Party shall notify the other Party. If the Parties are unable to identify a mutually acceptable successor for any of those roles, a specific Project Plan or this Agreement may be terminated by either Party, consistent with the terms of this Article 9.00.

9.04 Termination for Breach. If either Party commits a material breach of this Agreement or a Project Plan hereunder, the non-breaching Party may notify the breaching Party in writing of such breach and the breaching Party will have thirty (30) days after such notice becomes effective to cure such breach. If the breaching Party fails to cure such breach, the non-breaching Party may, at its option, immediately terminate this Agreement or the specific Project Plan by sending written notice of termination.

9.05 Settlement after Early Termination. If this Agreement or a Project Plan hereunder is terminated early, Mayo shall send FNUSA-ICRC an overview of activities carried out until termination in the same structure as the Annual Progress Report according to Section 1.02 hereunder and, based on that Annual Progress Report, an accounting will be completed and all unsupported obligations made before the termination of the Agreement, even though they may extend beyond such termination date, shall be balanced.

If a Project Plan is terminated early by either Party, Mayo shall retain the payment paid by FNUSA-ICRC documented in Article 2.00 for all work completed, on a pro rata basis, and reasonable costs of bringing the Project to termination incurred through the date of termination, and for non-cancelable commitments properly incurred through that date. Upon receipt of notice of termination, Mayo will use reasonable efforts to reduce or eliminate further costs and expenses and will cooperate with FNUSA-ICRC to provide for an orderly wind-down of the Project.

9.06 Return of Confidential Information/Specimens. Upon termination or expiration of this Agreement or a specific Project Plan hereunder, and at the instructions of the providing Party, all Confidential Information of a Party, and any copies then remaining in the possession of the receiving Party or its personnel (excluding any copy that either Party is authorized to retain for archiving purposes), shall be returned or its destruction certified, at the disclosing Party's election.

Upon termination or expiration of this Agreement or a specific project Plan hereunder, the return or destruction of Specimens will be managed in compliance with Section 3.03 hereunder within 30 days from termination or expiry of the Agreement or an individual Project Plan.

9.07 Survival. The termination or expiration of this Agreement does not relieve either Party of its rights and obligations that have previously accrued. Rights and obligations that by their nature prescribe continuing rights and obligations shall survive the termination or

expiration of this Agreement including Sections 1.03, 2.01, 2.06, 2.07, 2.09, 2.12, 3.03, 3.04, 3.05, 3.06, 3.07, 9.02, 9.05, 9.06, 9.07, 10.03, 10.04, 10.05, 10.13, 10.14 and Articles 4, 5, 6, 7 and 8, except the obligations with regard to Confidential Information shall survive consistent with Section 5.01.

Article 10.00 - General Provisions

10.01 Amendments. This Agreement may not be amended or modified except by a writing signed by both Parties and identified as an amendment to this Agreement.

10.02 Construction. Each Party acknowledges that it was provided an opportunity to seek advice of counsel and as such this Agreement shall not be construed for or against either Party.

10.03 Export Control. The Parties agree not to use or otherwise export or re-export anything exchanged or transferred between them pursuant to this Agreement except as authorized by United States law and the laws of the jurisdiction in which it was obtained. In particular, but without limitation, items exchanged may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By entering into this Agreement, each Party represents and warrants that they are not located in any such country or on any such list. Each Party also agrees that they will not use any item exchanged for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of missiles, or nuclear, chemical or biological weapons. In the event either Party becomes aware of any suspected violations of this paragraph that Party will promptly inform the other Party of such suspected violation, and cooperate with one another in any subsequent investigation and defense, be they civil or criminal.

10.04 Governing Law. The terms and conditions of this Agreement, as well as all disputes arising under or relating to this Agreement, shall be governed by the laws of England and Wales (United Kingdom), specifically excluding its choice-of-law principles. Notwithstanding the above, the Parties agree that Section 4.02(d) is not governed by the laws of England and Wales, but, rather, by U.S. Patent Law.

10.05 Arbitration. The Parties shall work closely to resolve any disagreements in regard to their activities under this Agreement. If an issue is unable to be resolved, the Principal Investigators shall discuss, if possible, in a face-to-face meeting, and attempt resolution. If resolution is not achieved, any such dispute arising out of this Agreement shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (SCC) located in Sweden. There shall be a single neutral arbitrator appointed in accordance with the International Arbitration Rules. The arbitration proceedings shall be conducted in the English language, and the decision of the arbitrator shall be rendered in writing in English.

10.06 Headings. The headings of articles and sections used in this document are for convenience of reference only.

10.07 Independent Contractors. It is mutually understood and agreed that the relationship between the Parties is that of independent contractors. Neither Party is the agent, employee, or servant of the other. Except as specifically set forth herein, neither Party shall have nor exercise any control or direction over the methods by which the other Party performs work or obligations under this Agreement. Further, nothing in this Agreement is intended to create any partnership, joint venture, lease or equity relationship, expressly or by implication, between the Parties.

10.08 Limitation of Rights Created. This Agreement is personal to the Parties and shall be binding on and inure to the sole benefit of the Parties and their permitted successors and assigns and shall not be construed as conferring any rights to any third party. Specifically, no interests are intended to be created for any customer, patient, research subjects, or other persons (or their relatives, heirs, dependents, or personal representatives).

10.09 No Assignment. Neither Party may assign its rights hereunder to any third party without the prior written consent of the other Party; provided, that a Party may assign its rights without the prior written consent of the other Party to any affiliate or other entity that controls, is controlled by or is under common control with such Party. Any purported assignment in violation of this clause is void. Such written consent, if given, shall not in any manner relieve the assignor from liability for the performance of this Agreement by its assignee.

10.10 Notices. All notices and other business communications between the Parties related to this Agreement shall be in writing, sent by certified mail, addressed as follows:

To MAYO: Mayo Clinic Arizona
13400 East Shea Boulevard,
Scottsdale, AZ 85259
Attn:
Phone:
Email:

To FNUSA-ICRC: St. Anne´s University Hospital in Brno
International Clinical Research Center
Pekarska 53, 656 91 Brno, Czech Republic
Attn:
Phone:
Email:

Notices sent by certified mail shall be deemed delivered on the tenth day following the date of mailing. Either Party may change its address, contact person, email, phone number or facsimile number by giving written notice in compliance with this section.

10.11 Severability. In the event any provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect as if the invalid or unenforceable provision had never been a part of the Agreement.

10.12 Waiver. The failure of either Party to complain of any default by the other Party or to enforce any of such Party's rights, no matter how long such failure may continue, will not constitute a waiver of the Party's rights under this Agreement. The waiver by either Party of any breach of any provision of this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other provision. No part of this Agreement may be waived except by the further written agreement of the Parties.

10.13 Foreign Corrupt Practices. In performing their obligations under this Agreement, both Parties shall obey anti-bribery and anti-corruption provisions or regulations such as the U.S. Foreign Corrupt Practices Act ("**FCPA**") (**15 USC §§ 78dd-1, et seq.**) or the equivalent legislation that are applicable to that Party. The Parties will cooperate for the purpose of ensuring that each of them is able to comply with its respective obligations under applicable bribery legislation.

10.14 Translation. In the event that a translation of this Agreement or a Project Plan is prepared and signed by the Parties, the English language version shall be the official version and shall govern if there is a conflict between the English language version and the translation.

10.15 Counterparts. This Agreement is written in two identical originals in English and in two identical copies in Czech, one of each language version for each Party, and may be executed in any number of counterparts which, when taken together, will constitute an original.

10.16 Entire Agreement. This Agreement constitutes the final, complete and exclusive agreement between the Parties with respect to its subject matter and supersedes all past and contemporaneous agreements, promises, and understandings, whether oral or written, between the Parties. Specifically this Agreement supersedes the Letter of Intent dated April 5, 2016, the Research Collaboration Agreement, effective September 23, 2011, and its amendments, and the Agreement on Provision of Research Support Services in 2017, effective March 17, 2017.

10.17 Annexes. Integral part of this Agreement is also its annexes listed here:

- EXHIBIT A – Forms of Collaboration During 2018-2020
- EXHIBIT B – Structure of the Intermediate and Annual Progress Report

- EXHIBIT C – Project PlanTemplate
  Project Plan Budget for applicable year – Attachment A
  Description of Joint Research – Attachment B
- EXHIBIT D – Agreed and Executed Project Plans

The Parties have caused this Agreement to be duly signed by the undersigned authorized representatives. The Parties, intending to be bound, hereby execute this Agreement.

AGREED AND ACCEPTED BY:

MAYO:	**FNUSA-ICRC:**
By _____	By _____
Virginia M. Bruce Director, Legal Contract Admin.	Dr. Martin Pavlik, PhD, DESA, EDIC
Date: 1/5/2018	Date: 16.01.2018
By _____	By _____
Yonas E. Geda, M.D., MSc Mayo Principal Investigator	Gorazd Bernard Stokin, M.D., Ph.D. ICRC Principal Investigator
Date: 1/5/2018	Date: 1/12/2018

EXHIBIT A
Forms of Collaboration During 2018-2020

Project plan	D1	D2	D3	D4	D5	D6	D7
Mayo RI					Nový 1	Nový 2	Nový 2
ICRC RI					Nový A	Nový B	Nový C
Joint publications of Mayo Clinic and FNUSA-ICRC	2 per year	2 per year	1 per year	1 per year	3 per year	3 per year	3 per year
Joint experiments/ projects/major data analyses	2 per year	2 per year	1 per year	1 per year	2 per year	2 per year	2 per year
Exchange of data for research	yes/no	yes/no	Yes (cognition data from Cardiovize will be analyzed by XXXX team)	Yes (Data from Brno population-based study will be exchanged and analyzed)	yes/no	yes/no	yes/no
Other Activities and Outcomes as defined in Project Plans			1)XXXX will be trained by XXXX and XXXX. 2) XXXX research proposal will be written in 2018.	Mentor-ship of resident and 3 medical students in the Czech Republic. Assistance in mentor-ship of other ICRC staff members. Due to frequent Skype inter-actions between Mayo and the CR and limited study funding, a trip to the CR by the Mayo investigator and to Mayo by a CR investigator will be optional.			

Explanatory notes to the forms of collaboration:

Project plan	Number - D1 – Dx
Mayo RI	Responsible Investigator from Mayo Clinic
ICRC RI	Responsible Investigator FNUSA-ICRC
Joint publications of Mayo Clinic and ICRC	Number of joint publications of Mayo and FNUSA-ICRC, where there is at least one co-author from either institution. Joint publications have to contain the proper affiliation and dedication to the project LQ1605 as per Section 6.02 Joint publications have to be included in the PUBMED or Web of Science databases

Joint experiments/ projects/major data analyses of Mayo Clinic and FNUSA-ICRC	Number of joint experiments, projects, major data analyses carried our either at Mayo Clinic during the visit of FNUSA-ICRC staff or at FNUSA-ICRC during the visits of Mayo staff in Brno. If needed proven by copies of email communication
Exchange of data for research	Exchange of data for research purposes Reported by inserting "yes" or "no" If needed, proven by copies of email communication
Other activities and outcomes defined in project plans	Other activities and outcomes as agreed in the Project Plans Free text.

EXHIBIT B
Structure of Progress Report

INTERMEDIATE / ANNUAL PROGRESS REPORT

Mayo Responsible Investigator: _____

FNUSA-ICRC Responsible Investigator: _____

Date: _____

1. Financial Data – Spending of the Project Plan Budget
(direct costs only)

Direct costs	Planned / Received	Spent by (date)	Remains to be spent
Personal costs (salaries and taxes)			
Consumables			
Travel costs			
Total direct costs			

2. Description of activities in the reporting period

Free text Short commentary to the activities proposed and agreed in the Project Plan

3) Activities and outputs

Output	**Planned**	**Reached**	**Comment**
Regular teleconferences	weekly	yes/no	
Visit from Mayo in Brno	Number	Number, name	
Visit from FNUSA-ICRC at Mayo	Number	Number, name	
Joint publications, properly dedicated	Number	Number	
Collaboration during preparation of FNUSA-ICRC publications	Number	Number	
Collaboration during preparation of FNUSA-ICRC grant applications	Number	Number	
Joint experiments	Number	Number	
Exchange of data for research	Yes/no	Yes/no	
Collaboration during preparation of participation on scientific events	Number	Number	

Other outcomes as agreed in the Project Plan	Text	Text	

* Joint publications (properly dedicated to both Mayo Clinic and FNUSA-ICRC) published in the reporting period

Please copy citations from PUBMED or Web of Science

4. Contributions of Mayo Clinic

Main equipment used in the collaboration with FNUSA-ICRC	Text
Know-how provided to FNUSA-ICRC	Text
Mayo Clinic researchers (other than Responsible Investigator) participating in the collaboration with FNUSA-ICRC	Names
Other Mayo Clinic personnel participating in the collaboration with FNUSA-ICRC	Names
Mayo contribution to the collaboration with FNUSA-ICRC	List

5. Division of results of research

Free text Description how the eventual results of research shall be divided

6. Planned activities for the remainder of the year (intermediate report)

Free text

EXHIBIT C
Project Plan template

This Project Plan, effective the ___ day of _____, 20__ ("Effective Date"), is by and between **Mayo Clinic Arizona**, an Arizona charitable corporation, located at 13400 East Shea Boulevard, Scottsdale, AZ 85259 and its affiliates, (collectively "**Mayo**") and **International Clinical Research Centre of St. Anne's University Hospital in Brno (Fakultni nemocnice u svate Anny v Brne)**, having a principal place of business at Pekarska 53, 65691 , Brno, Czech Republic ("**FNUSA-ICRC**"), and is issued pursuant to the 2017 Research Collaboration Agreement, effective January 1, 2018 ("**Agreement**").

For good and valuable consideration the receipt and sufficiency of which the Parties agree, the Parties hereby agree as follows, effective as of the Effective Date.

1. Governance: The terms and conditions of the Agreement, including all capitalized terms not defined in this Project Plan, are incorporated herein by reference in their entirety. In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions of this Project Plan, this Project Plan shall govern provided this Project Plan expressly states the conflict and such governance. Anything contained in the Protocol (**Attachment B**) which is in conflict with this Project Plan or the Agreement, is superseded by this Project Plan and/or the Agreement. The Agreement and the Project Plan, including its Attachments, are the entire Agreement of the Parties with respect to the research project described in this Project Plan ("**Project**").

PROJECT TITLE:

MAYO RESPONSIBLE INVESTIGATOR:
PHONE:
EMAIL:

FNUSA-ICRC RESPONSIBLE INVESTIGATOR:
PHONE:
EMAIL:

PROJECT START DATE: PROJECT END DATE:
unless terminated earlier by either Party, consistent with Article 9 of the Agreement.

IRB / IACUC #:

TOTAL MAYO BUDGET FOR PROJECT (YEAR 2018): **[ATTACHMENT A]** which may be amended (e.g. due to change in scope) upon mutual agreement of the Parties.

COMMERCIALIZATION OF ANY INVENTIONS OR OTHER INTELLECTUAL PROPERTY WILL BE addressed in a separate agreement.

MAYO budget administrator:

NAME:

PHONE:

EMAIL:

DESCRIPTION OF THE RESEARCH PROJECT: **[Attachment B]** which may be amended from time to time upon mutual agreement of the Parties.

(Must contain well defined goals, specific aims, timelines, and roles.)

Expected 2018 Outcomes and Other Support Services:

Accepted and agreed to by:

	Mayo Principal Investigator		**FNUSA-ICRC Principal Investigator**
By	_____	By	_____
	Name:		Name:
	Date: _____		Date: _____

Attachment A
Project Plan Budget (by year)

ATTACHMENT B
Description of Joint Research

EXHIBIT D
Agreed and executed Project Plans (by year)