

Agreement on Scientific Cooperation

(hereinafter referred to as the Agreement)

concluded pursuant to Section 1746(2) of Act No. 89/2012 Coll., The Civil Code

Article I

THE PARTIES

Institute of Molecular Genetics AS CR, v.v.i.

with its Registered Office at Vídeňská 1083, 142 20, PRAGUE 4

represented by RNDr. Petr Dráber, DrSc., director

Business ID: 68378050, **IBAN:** CZ1201000000198482430287

(hereinafter referred to as the "**Recipient**")

and

Executive Director

Office of Sponsored Projects, Yale University

25 Science Park - 3rd Floor, 150 Munson St

Mailing Address:

P.O. Box 208327

New Haven CT 06520-8327 USA

(hereinafter referred to as the "**Partner**")

have concluded this Agreement on Partnership (hereinafter referred to as the "Agreement") on the following day, month and year.

Article II

THE SUBJECT AND THE PURPOSE OF THE AGREEMENT

The subject of this Agreement is the adjustment of the legal status of the Recipient and of its Partner, and their roles and responsibilities, as well as the adjustment of their mutual rights and



obligations in regard to the implementation of the Project pursuant to Paragraph 2 of this Article of the Agreement.

The purpose of this Agreement is to regulate the mutual cooperation of the Recipient and the Partner who are jointly applying for the implementation of the Project entitled **IMG International Mobility, No. CZ.02.2.69/0.0/0.0/16_027/0008512**, the Theme: Proteomic analysis of changes in cellular senescence, within the framework of the Operational Programme Research, Development and Education (hereinafter referred to as the "Project"); while the Project Documentation represents an appendix No. 1 to this Agreement.

The Recipient and its Partner are required to proceed in accordance with the Rules for Applicants and Recipients that are provided in the legal act on the granting of the aid or in the other methodological guidelines that are issued by the Managing Authority (the Ministry of Education, Youth and Sports).

During the project, the researcher will work exclusively on non-economic activities, both during his/her main activity and in the event of a secondment.

Article III

THE RIGHTS AND OBLIGATIONS OF THE PARTIES

The Parties have agreed to participate in the implementation of the Project referred to in Article II of this Agreement as follows:

1. The Recipient will carry out the following activities:
 - Project management,
 - the preparation of the Project proposal and its amendments and additions,
 - the ongoing evaluation of the Project's activities,
 - the evaluation of comments and the assessment of the Project's outputs,
 - Project publicity,
 - processing reports regarding implementation and submitting payment requests,
2. The Partner will carry out the following activities:
 - in the Project it will play the role of a Host Institution in accordance with the aid application,
 - it will also provide the researcher with all the infrastructure necessary for achieving the Project's objectives - see the aid application
 - mentoring the researcher during the Project - see the aid application.
3. The Recipient and the Partner both undertake to assume full responsibility for the performance of the activities to be implemented in accordance with this Agreement.



4. Both Parties are required to act in a manner that does not jeopardise the implementation of the Project nor the interests of the Recipient and the Partner.
5. The Partner additionally undertakes:
 - upon the Recipient's request to provide in writing without reasonable delay any additional information that is required which is related to the implementation of the Project,
 - during the implementation of the activities pursuant to this Agreement to promote the Project in accordance with the guidelines set out in the Rules for Applicants and Recipients;
 - will promptly inform the Recipient of any changes that have occurred in respect of the Project and/or of any changes in the activities that the Recipient is carrying out pursuant to this Agreement.
6. The Recipient undertakes to inform the Partner of all the details that are decisive for the fulfilment of their obligations pursuant to this Agreement.

Article IV

PROJECT FINANCING

1. Pursuant to Article II of the Agreement the Project will be financed from funds that will be provided to the Recipient in the form of financial aid based on the legal act on providing aid from the Operational Programme Research, Development and Education.
2. Expenditure on the activities (including all expenditures on employees) by which the Recipient and the Partner participate in the Project are detailed in the aid application, which constitutes Appendix No. 2 to the Agreement. All expenditures according to this agreement and all related payments will be made by the Recipient.

The total financial contribution of the Recipient and the Partner in the Project totals:

- a) Recipient: CZK 814 134.06 (USD 39 553.71)
- b) Partner: CZK 0.00
3. A Partner does not provide any financial contribution to the Project budget. Activities referred to in Article III are carried out by the Partner without any entitlement to reimbursement of the expenses incurred by the Recipient.

Article V

LIABILITY FOR DAMAGE



1. The Recipient is both legally and financially responsible for the correct and lawful use of the financial aid that is provided based on a legal act on the granting/transferring of aid to a financial aid provider, i.e. the Ministry of Education, Youth and Sports.
2. The Partner shall not be liable for any damage(s) caused by the activity or an omission of the Recipient.

Article VI

THE OTHER RIGHTS AND OBLIGATIONS OF THE PARTIES

1. The Parties shall refrain from any activity that might prevent or hinder the achievement of the purpose of this Agreement.
2. The Parties are obliged to inform each other concerning the details that are decisive for the fulfilment of this Agreement and/or for the implementation of the Project in accordance with the legal act on granting the aid, without undue delay.
3. In the course of the implementation of the Project the Parties are obliged to act ethically, fairly, transparently and in accordance with good manners.
4. The Parties will maintain the secrecy each other's confidential information (e.g. relating to their business, scientific or other activities) that may be disclosed to them in the course of the Project, until such time as it lawfully enters the public domain or permission is given for its disclosure.
5. Any publications arising from the Project shall be made jointly and give due credit to each Party.
6. Nothing in this Agreement shall affect the ownership of intellectual property rights existing prior to this Agreement or generated outside of its scope ('Background IP'). Any developments and/or modifications to Background IP belonging to a party made in the course of carrying out the Services shall be the property of the party owning that Background IP.

The results of the Project, including any intellectual property rights ('Project IP') shall automatically become the property of the Party whose employees, students or agents created any Project IP. In such a case, the Party owning such Project IP shall grant the other Partner an automatic, non-exclusive, royalty-free licence to use Project IP for its own purposes of teaching and research, subject to its maintaining the obligations of confidentiality herein. Project IP created jointly by the employees, students or agents of each Party shall be owned jointly.

Article VII

THE DURATION OF THE AGREEMENT



1. The Agreement is concluded for the entire period of the duration of the Project for the period of 6 months.

Article VIII

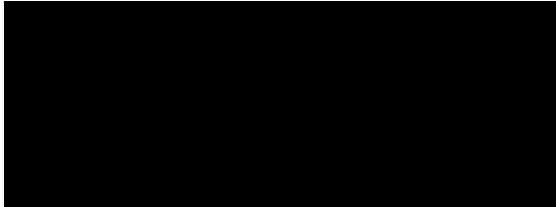
OTHER PROVISIONS

1. Any changes to this Agreement may be made only by an agreement between the two Parties in the form of written amendments that have been signed by the authorised representatives of the Parties. This Agreement will become valid and become effective on the date that it is signed by both of the Parties.
2. In the event of any dispute or question, arising from this Agreement, the Parties will endeavour to settle such matters amicably between themselves in good faith, initially at academic level, but if this is not successful within a period of fourteen (14) days, through appropriate responsible senior officers from their respective organisations. Only if such discussions are unsuccessful shall the matter be taken further for resolution.
3. During the project, the VISITOR will work exclusively on non-economic activities (where non-economic refers to the fact that VISITOR's work will be strictly dedicated to non-profit research activities and not any for-profit activities or services), both during his/her main activity and in the event of an amendment.
4. This Agreement is drawn up in four counterparts, two for each of the Parties.
5. The following appendices also comprise an integral part of this Agreement:
Appendix No. 1: Project Documentation
Appendix No. 2: Aid Application
6. The Parties declare that this Agreement was made on the basis of their own true and free will, not under duress nor under any other noticeably unfavourable conditions.
7. This Agreement shall become effective as of the date of the coming into force of the legal act on granting aid for the Project. In the event of any discrepancy between this Agreement and the legal act on granting the aid, the wording of the legal act on granting the aid is decisive.
8. This Agreement may be terminated by a Party upon the other Party's material default or breach of this Agreement, provided that the defaulting/breaching Party fails to remedy such material default, breach, or failure to adhere to the Protocol within thirty (30) business days after written notice thereof.
9. Neither party shall employ or use the name of the other party in any promotional materials or advertising without the prior express written permission of the other party.
10. Neither shall be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any reason beyond such Party's control, or by reason of any of the following: labor disturbances or disputes of any kind, accidents, failure of any

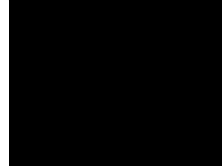


required governmental approval, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, material shortages, disease, or similar occurrences.

11. Any notices given under this Agreement shall be in writing and shall be deemed delivered when sent by first class mail, postage prepaid, addressed to the parties in Article 1.



Recipient



Digitally signed by Donald Deyo
DN: c=US, st=CT, l=New Haven,
o=Yale University, cn=Donald
Deyo,
email=donald.deyo@yale.edu
Date: 2018.07.18 16:48:13 -04'00'

In New Haven, on 7/18/2018

Partner

RNDr. Petr Dráber,
DrSc.

Digitally signed by RNDr. Petr Dráber, DrSc.
DN: c=CZ, 2.5.4.97=NTRCZ-68378050, o=Ústav
molekulární genetiky AV ČR, v.v.i. [IČ 68378050],
ou=77020300, cn=RNDr. Petr Dráber, DrSc., sn=Dráber,
givenName=Petr, serialNumber=P589667
Date: 2018.07.20 22:30:03 +02'00'

