Annex No. 1
To the Material Transfer Agreement (MTA) for non-commercial use

General Terms and Conditions

I. The Provider is the owner of the Material and any and all rights related thereto.

II. The Provider provides the Material to the Recipient, granting the Recipient limited non-exclusive rights thereto according to the conditions laid down in the MTA. The Recipient accepts the Provider’s conditions stated herein by taking over the Material and signing the MTA.

III. The recipient is entitled to non-commercial use of the material. Such use is not intended to make a profit (for example research, education).

IV. The Recipient is, in particular, not allowed:
   a) To sell, lend or provide the Material to any third party;
   b) To exercise licence rights to the Material;
   c) Except for the provision of XI. a), the Recipient is not allowed to use, in any way, the Provider’s name without prior written consent (such as for promotional and advertising purposes);
      a) To use the Material for commercial purposes. The use of the Material or its derivative for commercial purposes is permitted only on the basis of a new written agreement with the Provider while respecting the terms and conditions of the Nagoya Protocol.

V. The Recipient is not allowed to test the Material on humans.

VI. The Recipient agrees that the Material provided is of an experimental nature, any treatment thereof being on the Recipient’s own responsibility, in accordance with the applicable laws of the Czech Republic.

VII. Both the Provider and the Recipient are aware that the Material may have properties that are unknown or difficult to identify which may constitute a risk related to the handling, transport, storage or any other treatment of the Material. The Recipient hereby assumes full responsibility for such risks. The Provider shall in no case be responsible for complaints and claims of the Recipient or any third party arising from the above-mentioned characteristics of the Material. The Recipient undertakes not to shift responsibility for the above to the Provider.

VIII. The Recipient is entitled to use the Material within the Recipient’s organisational unit. The Recipient is responsible for familiarizing all staff who will use the Material with the General Terms and Conditions.
IX. The Recipient is entitled to use the Material in any manner permitted by law for scientific and research, pedagogical and other non-commercial purposes. Should the Material be intended to be used in a manner other than those stated in this General Terms and Conditions and / or the MTA, the Recipient hereby undertakes to notify the Provider of this intent and to open negotiations with the Provider on the conditions of the use of the Material without any delay. The Recipient is not entitled to use the Material for other purposes without the prior consent of the Provider.

X. The Provider shall not be held responsible and / or liable for any damages caused by the use, storage and treatment of the Material. The Provider does not assume any responsibility for patent, trademark and other industrial property rights infringements resulting from the conduct of the Recipient. The Provider shall not be held responsible for any loss, theft, destruction of the Material, except in cases of proven fault on the part of the Provider in connection with the preparation or distribution of the Material; in such a case, the Provider undertakes, after receiving a written complaint, to replace the Material at their own expense.

XI. The Recipient hereby undertakes to:
   a) Clearly and properly state the designation and the origin of the Material in any form of publication (i.e. to state the full collection number of the Material including the collection acronym and the origin of the Material);
   b) Provide the Provider, after publishing, with at least an electronic copy of each text or image publication, including electronic publications, made by the Recipient that contain information regarding the Material;
   c) Provide the information that by the use of the Material for the declared purposes a result subject to industrial property protection has been created (such as technical solutions protected by a patent or utility model); the Recipient is obliged to notify the Provider without any delay once they decide to apply for industrial property protection. Within 30 days of the receipt of the information on the intent to apply for industrial property protection, the Provider is obliged to express their interest in a joint application for the registration of the result. The Provider is not allowed to use the information obtained from the Recipient in connection with the above situation for their own purposes and to make it available to third parties without the previous consent of the Recipient.

XII. The duration of the MTA.
   If not stipulated otherwise, the Material shall be provided to the Recipient for an indefinite period.

XIII. The law of the Czech Republic shall govern all the relations between the Provider and Recipient arising from the MTA. Any disputes arising from the MTA shall be resolved by Czech courts of general jurisdiction.