

DATA TRANSFER AGREEMENT

[Date]

ÚPT AV ČR, v. v. i., ("Provider") agrees to provide the Recipient Investigator and the Recipient Institution identified below (collectively referred to herein as "Recipient") with data developed by the Provider's [Magnetic Resonance Core Facility](#) under the following terms and conditions:

1. The data to be provided to the Recipient are [MRI data including descriptions of measurement and data analysis results](#) ("Data"). The Data newly created by the Provider for the Recipient constitute a Provider's intangible asset that by itself is not intellectual property; intellectual property issues are not the subject of this Agreement. The proprietary rights to Data produced with no public support will be transferred from the Provider to the Recipient immediately upon the Recipient's acceptance of this Agreement, otherwise the Provider will retain the rights. The designated Data **owner** ("Licensor") agrees to grant a limited Data use license to the other party ("Licensee") as specified below. Except as provided in this Agreement, no other licenses or rights are provided to the Licensee.
2. The Recipient may not use the Data in the diagnosis or treatment of **humans**. The Provider may use the Data for service quality assessment, validation of standard operating procedures, and experimental method development, unless the Recipient who is the Licensor explicitly restricted such use in advance.
3. Any Data use will be in **compliance** with Czech laws and regulations, and research ethics. Any party may terminate the Agreement upon written notice in the event of rule violation by the other party. Upon such termination, the offending party shall promptly destroy all Data in its possession and shall take corrective action to protect the other party's legitimate interests.
4. Data will not be transferred, distributed, disclosed or released to any **third party** unless prior written permission has been obtained from the other party (except in fulfillment of obligations imposed on recipients of public subsidies). Without limiting the foregoing, the Recipient acknowledges and agrees that the Data may not be used in research that is subject to consulting, a first option right to negotiate a license or other licensing obligations to another party without prior express written consent by the Provider. Both parties agree to comply with all Czech export control laws, rules and regulations with respect to the use and any permitted distribution of the Data, and will similarly oblige their affiliates, agents and subcontractors.
5. Either party agrees to provide the other party with any manuscript of a **publication** that contains experimental results obtained from the use of the Data at least seven days before its intended submission. The Recipient will acknowledge the Provider as the source of the Data, and the relevant Provider's grants for co-funding unless the Recipient has paid the full cost.
6. The Licensee shall not **commercialize** any product that contains the Data without the prior written approval of the other party. The Recipient may file patent application(s) claiming inventions made by the Recipient through use of the Data but agrees to notify the Provider within sixty days of any such filing. The Recipient also agrees to provide a copy of such application under appropriate terms of confidentiality to the Provider if requested.
7. The Data provided are experimental in nature, and are provided without any **warranties**, express or implied, including without limitation warranties of merchantability and fitness for a particular use. The Provider provides no warranty that the use of the data will not infringe any patent or other proprietary right. The Provider shall not be liable for any indirect, incidental or consequential damages, even if advised of the possibility of such damages. In the event of discovering a Data defect, the Provider is obliged to inform the Recipient immediately and correct it, if the defect is repairable.
8. Except to the extent prohibited by law, the Recipient assumes all **liability** for damages that may arise from the use of the Data. The Provider, its corporate affiliates and Boards of Governors, Directors, officers, staff, representatives and agents will not be liable to the Recipient for any damages, expenses (including without limitation legal expenses), losses, claims, demands, suit or other actions (collectively hereinafter "Claims") made by the Recipient, or made against the Recipient by any other party, due to or arising from the use of the Data by the Recipient, except to the extent such Claims are solely caused by gross negligence or wilful misconduct of the Provider.
9. Each party shall refrain from such use of Data that could compromise the background **intellectual property** and the legitimate intellectual property interests of the other party stated at the time of signing the Data acquisition contract, unless prior written consent has been provided by the other party.

Provider Institution:

[Name]
[Address]

Recipient Investigator:

[Signature]
[Printed Name and Title]

Recipient Institution:

[Name]
[Address]

[Authorized Signature for Provider]
[Printed Name and Title]

[Authorized Signature for Recipient]
[Printed Name and Title]