RESEARCH COLLABORATION AGREEMENT

BETWEEN

University of Gothenburg, registration no. 202100-3153, The Sahlgrenska Academy, Institute of Medicine, where the University of Gothenburg is a governmental authority having it address at PO Box 100, SE 405 30 Gothenburg, Sweden ("UGOT")

AND

Slovenská zdravotnícka univerzita v Bratislava, INo 00165361, WAT No SK2021735485 Faculty of public health, Limbová 12, 83303 Bratislava; ("SZU")

each also referred to as "Party" and jointly as "Parties", have entered into the following agreement (the "Agreement").

1. BACKGROUND AND PURPOSE

- 1.1 UGOT has entered into an Agreement for Funding of Doctoral Education (the "Phd-Funding Agreement"), **Appendix 1**, with Umm Al-Qura University ("UQU").
- 1.2 The Phd-project which will be performed according to the Agreement has the title "Towards a Strengthened Health System in Saudi Arabia: Novel Verbal Autopsy Methods for Cardiovascular Disease" and is further described in Annendix 2 (the "Project"). The Project will be carried out at UGOT by the Phd-under the supervision arties have agreed that from the Faculty of Public Health, at SZU shall be the cosupervisor within the Project.
- 1.3 The purpose of this Agreement is to regulate the Parties responsibilities and dealings in connection with the joint supervision and execution of the Project.

2. THE PROJECT AND ITS IMPLEMENTATION

- 2.1 SZU agrees to engage in the co-supervision of the Project and to let from the Faculty of Public Health to be the co-supervisor in collaboration with UGOT su and co-super professor in global public health with special expertise in prevention and non-communicable diseases will lead the design and discussion in relation to the CVD. will be engaged in the process of paper writing, data analysis, and course selection and coordination of the work together with the Saudi partner UQU. A structured bi-monthly meeting with the student is maintained but meeting on need-basis is also agreed.
- 2.2 The Parties agree that the terms and conditions in the Phd-Funding Agreement, **Appendix 1**, shall apply also between the Parties. In the event of conflict between the provisions of the main text of this Agreement and the Phd-Funding Agreement, the Phd-Funding Agreement shall always prevail.

- 2.3 The Parties shall provide each other with all information, documents, and other materials necessary for carrying out the Project ("Collaboration Materials"). Such Collaboration Materials remains the property of the disclosing and sharing Party and must not, unless clearly agreed in writing between the Parties, be used for any other purposes.
- 2.4 SZU shall provide resources and prerequisites to carry out the co-supervision in a professional manner and in line with what can be expected from an academic party within the relevant field.

3. FINANCIAL PROVISIONS

set out in the Phd-Funding Agreement.

- 3.1 Compensation from the grant is paid from the reimbursement which UGOT receives from UQU for the training and project expenses according to the Phd-Funding Agreement. For the period from the Effective Date until 31st December 2022 the compensation shall amount to EUR compensation shall correspond to the relevant gross amount of monthly salary for The compensation will be assessed, adjusted and approved in accordance with the applicable legislative changes during the month of December 2022 and additionally during August 2023. The compensation shall be used by SZU solely for the conduct of the assignment under this Agreement and in accordance with the terms
- 3.2 Payment of the compensation will be made with six months intervals in arrears according to the following payment plan:

SZU will invoice UGOT according to this plan. Payment will take place within 30 days from receipt of an invoice according to UGOT instructions. Payments will be made to:

INCLUDE PAYMENT DETAILS AND REFERENCE Since January 2023 applicable to legislative changes to Since September 2023 applicable to legislative changes

- 3.3 As leader of the Project, UGOT will be responsible for submitting financial reports to UQU. SZU undertakes to supply UGOT promptly with such information or documents as UGOT may reasonably require in order to fulfil its obligations under the Phd-Funding Agreement. At UGOT's request and in accordance with UGOT's instructions, SZU shall submit a financial report showing the use of compensation paid and supporting documents for financed expenses. In connection with the completion of the Project, SZU shall submit a financial report indicating the total cost of SZU's efforts and how the disbursed funds have been used. This must be delivered within one month from the end of the allocation period.
- 3.4 If funds have been disbursed to SZU, which is then not used to finance a relevant cost item, repayment of the surplus to UGOT shall be made. The same applies if SZU does

not provide a satisfactory account of the cost items that have been financed, if the cost item is not reimbursable in accordance with the Project description and the Phd-Funding Agreement, or if UQU requests repayment of funds that have been used in the Project.

4. INTELLECTUAL PROPERTY RIGHTS

- 4.1 The Parties agree that the intangible results of cooperation within the project publications are in their common co-ownership.
- 4.2 In order to settle the rights related to the result of intellectual property and to reach an agreement on its industrial-legal protection, or its subsequent commercial use, the parties undertake to conclude a separate agreement.

5. PUBLICATION

5.1 The Parties agree that the process for publication of research results set out in Section 8 of the Phd-Agreement shall apply between the Parties and agree to collaborate in relation to UQU in this process.

6. CONFIDENTIAL INFORMATION

- 6.1 The Parties may within the framework of the project provide each other with information of a confidential nature. All such written information shall be designated by the transferring Party as "CONFIDENTIAL INFORMATION". Verbal information shall be considered confidential if this is pointed out verbally at the disclosure and confirmed in writing within thirty (30) days from the disclosure of the information.
- 6.2 Confidential information shall be kept confidential during the term of this Agreement and a maximum of five (5) years after disclosure of the information.
- 6.3 The Parties undertake to take all such measures, as may reasonably be required, to maintain confidentiality when handling information obtained during the Project operations. This means that the Parties shall restrict the dissemination of confidential information within its own organization to only those persons who have a need to know and for the purposes of this Agreement. Furthermore, this means that the receiving parties are unauthorized, without special agreement, to transfer to third parties' information or use it for purposes other than work in the project, unless:
 - a) the information is demonstrably already in the possession of the party or third parties without any confidentiality,
 - b) the information is verifiably obtained from someone other than the disclosing Party in the project without any confidentiality obligation,
 - c) the information is or becomes publicly known other than by breach of this Agreement,
 - d) the information is demonstrably developed by a Party on its own and, or
 - e) the obligation to disclose information is required by law.

7. LIABILITY

- 7.1 None of the Parties are liable for the accuracy of the advice, information, drawings, or materials provided or for the Project not leading to the Results expected. In no event shall either Party be liable to the other for any loss, damage, costs, or expenses of any nature whatsoever incurred or suffered of an indirect, incidental, or consequential nature, including any economic loss or other loss of turnover, loss of profits, business or goodwill arising out of or in connection with this Agreement or the subject matter of this Agreement. A Party is not responsible for damages caused by legal enactment, governmental action, acts of war, strikes, blockades, boycotts, lockouts, natural disasters, or similar circumstances.
- 7.2 For other damages beyond those mentioned in the first paragraph above, a Party's total liability is limited to a reasonable amount taking into account the nature of the injury and the project's nature and economic scale. The compensation obligation shall apply to the extent such damage claims are covered by existing insurance policies.

8. TERM AND TERMINATION

- 8.1 This Agreement will enter into force on the [1st November, 2022] (the "Effective Date") and terminates on 31st October 2024. The contract can annually be extended for one year until 2026. Any extension of this Agreement shall be made in writing before November 1st each year. If the contract is not extended it will be considered as terminated.
- 8.2 From the Phd-Funding Agreement, it follows that the Project may in some cases be terminated prematurely. In that case, this Agreement also expires prematurely as stated therein.
- 8.3 The Parties may terminate this Agreement immediately if another Party is in material breach of any provision of this Agreement and does not remedy such breach within thirty (30) days after receiving written notice thereof.
- 8.4 A Party has the right to terminate the Agreement if the other Party is declared bankrupt, initiates winding-up or composition proceedings, enters liquidation, begins restructuring or may otherwise be assumed insolvent.
- 8.5 Parties shall strive for a smooth resolution upon termination of the contractual relationship, both in relation to the Parties and UQU.

9. ASSIGNMENT

- 9.1 Part may neither wholly, nor partly assign or pledge its rights and/or obligations under this Agreement to any third party without the prior written approval of the other party.
- 9.2 Should any of the Parties, under the term of this Agreement, be sold and/or begins restructuring, the other Party shall as soon as possible be informed and given the opportunity to renegotiate the Agreement.

10. NOTICES

10.1 Where this Agreement states that a message or notification shall be in writing, messages via fax or email (with confirmation of receipt), shall also qualify as written. Messages to a Party regarding that Party's breach of contract may be invoked even if they are delayed, distorted or not be received by the recipient, provided that the notice has been sent in an appropriate manner. Delivery of other messages is at the sender's risk.

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11. CHANGES AND AMENDMENTS

11.1 Only those amendments and additions to this contract that are made in writing and signed by the Parties are valid.

12. SEVERABILITY

12.1 If any provision of this Agreement or part thereof is held invalid, this shall not affect the remaining provisions of the Agreement, but shall, to the extent that the invalidity substantially affects a Party's yield from or performance of the contract, be reasonably adjusted.

13. ENTIRE AGREEMENT

- 13.1 This Agreement, including any separate agreements concluded by the Parties within the framework of the collaboration, constitutes the entire agreement of all the matters that concern the cooperation between the Parties.
- 13.2 The contents of this Agreement and its appendices shall supersede all previous written or oral commitments and undertakings.

14. USE OF NAMES, LOGOS OR TRADEMARKS

14.1 Nothing in this Agreement shall be construed as conferring rights to use in advertising, publicity or otherwise the name of the Parties or any of their logos or trademarks without their prior written approval.

15. DISPUTE RESOLUTION AND APPLICABLE LAW

15.1 In the case of any dispute arising between the Parties arising out of or in connection with this Agreement, which cannot be resolved by mutual agreement of the Parties, any such dispute relating to this Agreement or performance under this Agreement, including a dispute as to the validity or interpretation of this Agreement, shall be arbitrated by the competent general court of the Slovak Republic.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in two (2) copies of which they have taken one each.

For University of Gothenburg

For Slovenská zdravotnícka univerzita v

Bratislave

Place: Gothenburg, Sweden

Place: Bratislava, Slovakia

Date: Jan 31 st 2024

Date: 1312 2021

Prof. Maria Åberg, Head of Dep.

Dr. h. c. Prof. Peter Šimko, MD, PhD

rector of the university

APPENDICES

- 1. Phd-Funding Agreement
- 2. Project description