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AGREEMENT FOR THE PERFORMANCE
OF AN INTERGROUP CLINICAL TRIAL

Clinical Trial Name: CARE1

EU CT number: 2023-503317-29-00

INVOLVING

GUSTAVE ROUSSY
Registered Offices: 39 rue Camille Desmoulins – 94805 VILLEJUIF Cedex – France ;

AND

Olomouc University Hospital (FNOL)
Registered Offices: Zdravotníků 248/7, 779 00 Olomouc

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THIS AGREEMENT (hereinafter referred to as the "Agreement")

IS MADE as of 3rd April 2024 ("Effective Date")

BY AND BETWEEN:

L'INSTITUT GUSTAVE ROUSSY
Comprehensive Cancer Center, with its registered office at 39 rue Camille Desmoulins – 94805 VILLEJUIF Cedex – France, represented by Professor Benjamin BESSE, Director of Research,
Hereinafter referred to as "**GUSTAVE ROUSSY**".

GUSTAVE ROUSSY being hereinafter collectively referred to as the "**Sponsors**"

AND

Olomouc University Hospital (FNOL), with its registered office at **Zdravotníků 248/7, 779 00 Olomouc**, represented by prof. MUDr. Roman Havlík, Ph.D.,

Hereinafter referred to as the Co-Sponsor.

Each hereinafter referred to individually as "Party" and collectively as the "Parties".

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WHEREAS

Gustave Roussy is a Comprehensive Cancer Center, member of UNICANCER's network, whose main objectives are health care, medical education and research in the field of oncology. Gustave Roussy has facilities and staff with the skills, experience and knowledge required to participate in the Clinical Trial.

Olomouc University Hospital (FNOL) is a is one of the largest in-patient hospitals in the Czech Republic. It belongs to a network of nine university hospitals directly controlled by the Ministry of Health of the Czech Republic. It is the largest medical facility in the Olomouc Region and the sixth largest hospital in the country. It is a superior centre in terms of many fields of contemporary medicine. It is also very active in the areas of science research and the education of future health professionals. The hospital is part of the national network of comprehensive oncological, haemato-oncological, traumatological, cardiovascular and cerebrovascular centres.

The Parties have a shared interest in the development, conduct and promotion of clinical research in the field of renal cancer.

Therefore, the Parties wish to jointly undertake an intergroup clinical study, referred to as CARE1, (the "Clinical Trial") in accordance with the protocol entitled "FIRST LINE RANDOMISED STUDY PLATFORM TO OPTIMIZE TREATMENT IN PATIENTS WITH METASTATIC RENAL CELL CARCINOMA" (hereinafter the "Protocol").
Gustave Roussy shall be the legal sponsor of the Clinical Trial.

Olomouc University Hospital shall act as the collaborating groups Co-sponsor for the performance of the Clinical Trial in Country.

Pr. Laurence ALBIGES, head of the Department of Medical Oncology of Gustave Roussy France, shall ensure scientific coordination of the Clinical Trial as the international coordinating investigator ("International Coordinating Investigator").

Prof. Bohuslav Melichar, head of the Department of Oncology, shall act as co-coordinating investigator of the Clinical Trial for Olomouc University Hospital.

This project has received funding from the European Union's Horizon Europe research and innovation programme under grant agreement N° 101104801.

The Parties hereto have previously entered into the Grant Agreement and the Consortium Agreement binding on the beneficiaries of the funding from the European Union's Horizon Europe research and innovation

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programme under grant agreement N° 101104801.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein the Parties agree as follows:

1 DEFINITIONS and ABBREVIATIONS

1.1 Definitions

"Agreement": the present agreement, its appended documents being an integral part of said Agreement.

"Applicable Law(s)" means all applicable international, national, regional and local laws, case-law, rules, regulations and guidance including without limitation any competent regulatory authority rules and regulations, decisions and industry codes (including any modification or re-enactment thereto) applicable to the Clinical Trial and the activities or interactions under this Agreement, including, data privacy provisions, labor laws and all generally accepted standards of good clinical practice (GCP) and good medical practice, and in particular but not limited to:

- the Declaration of Helsinki;
- the "ICH Harmonized Tripartite Guideline, Guideline for Good Clinical Practice";
- the EU Regulation No 536/2014 of the European Parliament and of the Council of 16 April 2014
- EU Regulation No 2016/679 of the European Parliament and of the Council of 27 April 2016

"**Biological Material**": means any biologic material of human origin and in particular archived blocks from the surgical or biopsy specimen of the primary tumour and recurrent or metastatic tumour, or blood samples collected from the Eligible Patients in accordance with the Protocol and the Informed Consent Form signed by the Eligible Patients. Biological samples are to be considered as personal data within the meaning of EU Regulation No 2016/679 of the European Parliament and of the Council of 27 April 2016 ("GDPR").

"Case Report Form (CRF)": an electronic document designed to record all of the Protocol required information to be reported to the Sponsor on each Eligible Patient.

"Clinical Trial": refers to the research concerned by this Agreement as described in the Protocol.

"Clinical Trial Agreements" means the agreements to be entered into by the Sponsors, as the case may be, with the Participating Centers and/or the Investigators in relation to the performance of the Clinical Trial;

"Clinical Trial Report" means the final report containing a summary of all the Results of Clinical Trial and

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conclusions about the Clinical Trial, in accordance with GCP.

"**Clinical Trial Sites**": the locations of Participating Centers approved by the Sponsor in which the Clinical Trial will be conducted.

"**Clinical Trial Steering Committee**" ("**SC**"): A body composed of representatives from Sponsors and each cooperative group participating in the Clinical Trial, including prof. Melichar, with overall responsibility for the scientific integrity of the Clinical Trial.

"**Confidential information**": means any data or information that is proprietary to or possessed by a Party and not generally known to the public or that has not yet been revealed, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to:

- any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method;
- any concepts, samples, reports, data, know-how, works-in-progress, designs, drawings, photographs, development tools, specifications, software programs, source code, object code, flow charts, and databases;
- any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the Party's past, present or future business activities, or those of its affiliates, subsidiaries and affiliated companies;
- trade secrets; plans for products or services, and customer or supplier lists;
- clinical trial protocols and any related documents;
- any other information that should reasonably be recognised as Confidential Information by the Parties.

"Country" means Czech Republic.

"Database": the electronic medium designed for the needs of the Clinical Trial and containing all information relating to the Clinical Trial.

"Data Center": the center performing Study Data management.

"**Eligible Patients**": patients selected in accordance with, and who meet, the criteria specified in the Protocol.

"Independent Data Monitoring Committee" ("IDMC"): the body of independent experts, which shall serve as data and safety monitoring committee for the Clinical Trial. Its responsibilities are i) to monitor the progress of the Clinical Trial, ii) to ensure that the ethical and safety standards of the Clinical Trial meet international standards, iii) to review statistical reports while the Clinical Trial is ongoing, and iv) to make recommendations

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to the Clinical Trial Steering Committee according to the IDMC Charter.

"**Investigator**": a physician who is a qualified clinical investigator as required by ICH-GCP E6 guidelines and any applicable laws and regulations, within the framework of the Clinical Trial and responsible for the conduct of the Clinical Trial at a Clinical Trial Site.

"Participating Center": means the health establishments, which are selected by prof. Melichar for Czech Republic and approved by Gustave Roussy to participate in the Clinical Trial, have executed a Clinical Trial Agreement and, under the supervision of an Investigator recruit and follow-up the Eligible Patients.

"**Personal Data**" and all other personal data protection related terms shall have the meaning as defined in the article 4 of the GDPR.

"**Principal Investigator**": means the person who will take primary responsibility for the conduct of the Clinical Trial at the Clinical Trial Site.

"**Protocol**": the description of the Clinical Trial and all amendments thereafter contained in the document entitled "FIRST LINE RANDOMISED STUDY PLATFORM TO OPTIMIZE TREATMENT IN PATIENTS WITH METASTATIC RENAL CELL CARCINOMA"

"Results" means aggregated or summarized Study Data and conclusions about the Clinical Trial, as would be included in a Clinical Trial Report or publication.

"**Serious Adverse Event**": Any untoward medical occurrence that at any dose:

- results in death,
- is life threatening,
- requires in-patient hospitalization or prolongation of existing hospitalization
- results in persistent or significant disability/incapacity
- is medically significant;
- or is a congenital anomaly/birth defect

"Study Data": means all data, in any form, collected regarding the Eligible Patients recruited in the Clinical Trial, whether reported in the case report forms, on ancillary data collection forms or by electronic means, including data resulting from the analysis of the Biological Material collected in the Study.

1.2 Abbreviations

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CRF: Case Report Form

DSUR: Development Safety Update Report

EU: European Union

GCP: Good Clinical Practices

GDPR: General Data Protection Regulation

ICF: Informed Consent Form

IDMC: Independent Data Monitoring Committee

SC: Clinical Trial Steering Committee

SAE: Serious Adverse Event

SOP: Standard Operating Procedures

SUSAR: Suspected Unexpected Serious Adverse Reaction

2 SCOPE OF THE AGREEMENT

This Agreement intends to determine the conditions of the collaboration between the Parties regarding the conduct of the Clinical Trial in the Country.

Gustave Roussy shall undertake the Clinical Trial as the legal sponsor. The Sponsor delegates some of their sponsorship tasks in the Country, as defined in Section 3.3 and in Appendix 2 of the Agreement, to Olomouc University Hospital who agree to perform them.

To complement this Agreement, the Parties have developed a Scope of Work (attached as Appendix 2) that determines in detail the obligations of the Parties to the Agreement. The abovementioned Scope of Work constitutes an integral part of the Agreement.

3 DUTIES

3.1 Obligations of all Parties

All Parties shall act:

- in accordance with Applicable Laws
- in accordance with their respective roles and responsibilities as described in the present Agreement and its Appendix 2
- in accordance with the Protocol (Appendix 1) and any amendments to the Protocol as approved by the Clinical Trial Steering Committee

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- in Clinical Trial Sites approved by Sponsors
- only after all necessary legal, regulatory or other approvals have been granted including, without limitation, those of the competent ethics committee or internal review boards and the competent regulatory authority and strictly in accordance with the terms of any of such approval
- in accordance with any specific Clinical Trial instructions issued by the Sponsors
- in accordance with Grant Agreement n. 101104801 and the relative Consortium Agreement.

3.2 Obligations of the Sponsors

3.2.1 Protocol and other Clinical Trial documents: Gustave Roussy shall be responsible for the coordination of the development of the Protocol as well as all eventual amendments to this Protocol. Gustave Roussy shall be responsible for providing the Protocol and all Clinical Trial related documents (including but not limited to CRFs, ICF templates, guidelines, procedures, committee charters etc., this list not being exclusive) to Olomouc University Hospital. Gustave Roussy will be in charge of documents translation into English. Olomouc University Hospital shall review the Protocol and ICF template and provide its eventual comments into local language. Gustave Roussy shall be responsible for final validation of the Protocol and other Clinical Trial documents prior to regulatory submission.

3.2.2 Regulatory submission: Gustave Roussy will be in charge of regulatory submission for EU country via CTIS. For non EU countries, each co-sponsor will be in charge of regulatory submission in their country.

3.2.3 Study Data management: Gustave Roussy will be responsible for the central data management of the Clinical Trial including the analysis of the Study Data and its inclusion in the Database. All the Study Data of the CRFs will be entered only in one Database managed by Gustave Roussy which is the only one to perform the quality control of Study Data. When necessary, the Data Center will issue queries and transmit them directly to Participating Centers.

3.2.4 Statistical analysis and Clinical Trial Report: Gustave Roussy shall be in charge of statistical analysis of Study Data and of drafting of the final Clinical Trial Report.

3.2.5 Archiving: Gustave Roussy will ensure that documents vital to the running of the Clinical Trial are safely archived for 25 years after the end of the Clinical Trial, according to Good Clinical Practice (GCP) guidelines and in agreement with the General Data Protection Regulation 2016/679 (GDPR).

3.3 Obligations of Olomouc University Hospital

3.3.1 Clinical Trial conduct: Olomouc University Hospital shall ensure compliance with the provisions of

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this Agreement and the Protocol by all the personnel under its direction and control, including by all Participating Centers and Investigators in the Country.
Olomouc University Hospital shall ensure the due organization and execution of the tasks imposed under this Agreement, including the due progress of the Clinical Trial.

3.3.2 Clinical Trial documents: Olomouc University Hospital shall create needed clinical Trial documents in the local language (inform consent, initiation PPT, monitoring plan etc…..), including translations of documents provided by Gustave Roussy.

3.3.3 Patient information sheet and informed consent: Olomouc University Hospital shall be responsible for adaptation of the ICF to local regulatory requirements and shall ensure that it includes all the information required by Applicable Laws. Gustave Roussy shall be in charge of translation of ICF into English.

3.3.4 Regulatory and ethics submission: Olomouc University Hospital will provide Gustave Roussy with the documents needed for the submission on the CTIS platform (for EU countries).

3.3.5 Feasibility and selection of Participating Centers: Olomouc University Hospital will be responsible for the feasibility and selection of Participating Centers for the Clinical Trial in the Country, using its network. Olomouc University Hospital shall inform Gustave Roussy about the selected Participating Centers. Olomouc University Hospital shall discuss with Gustave Roussy any concerns regarding selected Participating Centers. Gustave Roussy shall validate the final list of Participating Centers.

3.3.6 Clinical Trial Agreements with Participating Centers and payments: Olomouc University Hospital shall be in charge of negotiation and signature of Clinical Trial Agreements with Participating Centers in the Country and of making all related payments, following the conditions as detailed in Appendix 2. Olomouc University Hospital shall guarantee that any such Clinical Trial Agreement shall be in compliance with the present Agreement. Sponsors shall be third party beneficiaries of all Clinical Trial Agreements and shall be entitled to enforce directly any and all of their rights hereunder. At Sponsor's request, Sponsors shall be allowed to access the copies of fully executed Clinical Trial Agreements in order to verify their compliance with the present Agreement.

3.3.7 Monitoring: Olomouc University Hospital shall perform regular monitoring visits in all Participating Centers in the Country according to the monitoring plan provided by Gustave Roussy (English version).

3.3.8 Recruitment: Olomouc University Hospital shall use its best efforts to ensure that Participating Centers in the Country recruit a sufficient number of Eligible Patients into the Clinical Trial within the agreed timelines (as detailed in the Appendix 2). Olomouc University Hospital shall also distribute monthly accrual report to Participating Centers, and quarterly report about the progress of the trial in his country to Gustave Roussy.

3.3.9 Promotion: Olomouc University Hospital shall ensure ongoing promotion of the Clinical Trial within its network, by any means (ex. on its website, by newsletters, email campaigns, during Olomouc University Hospital meetings, events, etc.).

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4. FINANCING

The CARE1 Consortium has received funding from the European Union's Horizon Europe research and innovation programme under grant agreement N° 101104801. Each Partner Country in the consortium has received an allocated sum to conduct the CARE1 Pragmatic Clinical Trial in their country with the exception of the UK. Czech Republic will be in charge of making all required payments to all Participating Centers in the Country. No additional funding will be provided by the Sponsor to the Participating Centers.

5. BIOLOGICAL MATERIAL

Olomouc University Hospital shall provide its support to the Sponsors with the collection of Biological Material from Participating Centers in the Country.

Olomouc University Hospital must inform Gustave Roussy of each sample shipment and provide Gustave Roussy with an inventory of samples sent to partners for traceability purposes.

Biological Material remains under Co-sponsor's scientific responsibility and custody.

Co-sponsors shall ensure that the Biological Material will be handled, used and stored in accordance with applicable Laws, with the requirements set out in the Protocol and in any applicable regulatory or ethics approvals.

Biological Material shall not be used by Olomouc University Hospital neither by its Participating Centers for any purposes different from those described in the Protocol and in the Informed Consent Form signed by the Eligible Patient.

Access of Olomouc University Hospital to Biological Material for its research purposes will be considered by the Sponsors in good faith, according to Sponsor's applicable policies.

6. QUALITY CONTROL, AUDITS AND INSPECTIONS

Olomouc University Hospital will put in place a process for assuring that the Clinical Trial in the Czech Republic is undertaken in accordance with the Protocol, GCPs and all Applicable Laws. Quality control will be in place at all stages in order to ensure that the Study Data is reliable and has been processed properly.

Gustave Roussy and their agents and designees shall have the right to audit Olomouc University Hospital facilities, systems, records, procedures, and documentation related to this Agreement and the Clinical Trial as well as those of any Participating Centers in the Country. Audits can be undertaken by Gustave Roussy or any person of Sponsor's choice during the Clinical Trial and after its end, upon reasonable notice. The audits shall

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be under confidentiality seal. Olomouc University Hospital agree to cooperate with Gustave Roussy to facilitate all audits and inspections, controls or queries for information, which Sponsors or competent authorities may request.

Olomouc University Hospital shall inform the Sponsors as soon as becoming aware, or at the latest within 48 hours if any competent authority wants to inspect the facilities and / or related documents being used for the Clinical Trial in the Country. Olomouc University Hospital will provide the Sponsors with a copy of any subsequent report, recommendations, measures and steps taken with regard to the Clinical Trial.

7. SAFETY REPORTING

Gustave Roussy will be responsible for the management of safety reporting, in particular, the reception of SAEs, their assessment, the evaluation of the expected/unexpected character, the declaration of SUSARs via Eudravigilance the redaction of queries and their transmission to the Participating Centers, the preparation, redaction and declaration of the DSUR to the CA/CE via CTIS.

Olomouc University Hospital shall ensure that all Participating Centers in the Czech Republic notify Gustave Roussy of any SAE immediately and no later than 24h after becoming aware.

8. INSURANCE

9.1 Clinical Trial insurance

Olomouc University Hospital shall obtain and will maintain for the duration of this Agreement clinical trial insurance covering any liability for losses arising from the Clinical Trial for any Investigators or personnel involved in the Clinical Trial performance, as required by Applicable Laws. Olomouc University Hospital shall provide Gustave Roussy with a certificate of insurance.

9.2 Professional liability insurance

Olomouc University Hospital shall maintain and shall ensure that all Investigators and each Participating Center in the Country maintains professional liability insurance commensurate with industry standards, which shall be not less than those minimum coverages and levels required by Applicable Laws.

9. PERSONAL DATA PROTECTION

The Clinical Trial will be performed by all Parties in accordance with the General Data Protection Regulation 2016/679 (GDPR) all other local applicable regulations, and applicable Codes of Conduct, as provided more in detail in the Appendix 3 and 4.

10. GOVERNANCE

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The Clinical Trial shall be governed by the Clinical Trial Steering Committee ("SC") and independent data monitoring committee.

Olomouc University Hospital undertakes to provide and update all information concerning the trial in its country and useful for the preparation of the steering committees and independent data monitoring committee

11. PROPERTY OF STUDY DATA, RESULTS AND INVENTIONS

11.1 Property of Study Data and Results

The management of the collected Study Data and specified data analysis, as detailed in the Protocol, will be performed by Gustave Roussy who shall be the custodian of the full Database.

Results are owned by the Party that generates them, accordingly to the Consortium Agreement's dispositions. Joint ownership is governed by Grant Agreement N. 101104801 Article 16.4 and its Annex 5, Section Ownership of results and Consortium Agreement Article 8.2.

11.2 Property of inventions

Intellectual property rights in any inventions arising from the Clinical Trial ("Inventions") shall be owned by the Party that generates them, accordingly to the Consortium Agreement's dispositions. Joint ownership is governed by Grant Agreement N. 101104801 Article 16.4 and its Annex 5, Section Ownership of results and Consortium Agreement Article 8.2.

Olomouc University Hospital will notify all Inventions to Gustave Roussy in writing promptly.

12.3 Background intellectual property

Nothing in this Agreement shall transfer ownership of or otherwise license to the other Party any intellectual property conceived or reduced to practice by a Party prior to the Effective Date of the Agreement.

12. PUBLICATIONS, COMMUNICATIONS AND USE OF LOGOS

12.1 Publications and Communications

Publications or scientific papers dealing with the Clinical Trial will be in accordance with accepted scientific practice and in particular with ICMJE recommendations.

No communication, presentation or publication of Clinical Trial Results shall be made public without the approval of the Clinical Trial Steering Committee.

Gustave Roussy will register the Clinical Trial in a clinical trial database such as www.clinicaltrials.gov.

Each Party shall acknowledge the other Parties in any of its publications (including publications in academic, scientific or medical journals). Representatives of all Parties shall be indicated as authors depending on their contribution to the Clinical Trial.

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Detailed publication and authorship rules are determined in the Protocol.

All dissemination activities will be in accordance with Annex 5 of Grant Agreement.

12.2 Use of logos

Each Party remains the owner of all its pre-existing rights relative to its distinctive signs (logos, trademarks) and retains exclusive ownership of these rights. No assignment of these rights, express or implied is intended by, or shall be inferred from this Agreement. Neither Party shall use the name nor logo of the other Parties for any commercial or other purposes not contemplated herein, without the prior written approval of the concerned Party.

Notwithstanding the foregoing, each Party grants to the other Parties limited and non-exclusive right to reproduce and represent its logos and trademarks, exclusively for the needs and for the duration of the present Agreement.

Use of the CARE1 logo and other graphical information must be in accordance with the Graphic Chart approved by the CARE1 Consortium.

13. CONFIDENTIALITY

13.1 Each Party agrees to treat in strict confidence any Confidential Information of the other Parties which they may gain knowledge within the scope of this Agreement and in particular not to disclose Confidential Information to any third party without the prior written consent of the other Party nor use them for any purpose other than the execution of the Agreement.

13.2 The provisions here above mentioned shall not apply to:

- information which was in the public domain prior to the time of its disclosure under this Agreement;
- information which was disclosed by a third party having no obligation of confidentiality with respect to such confidential information;
- information that was independently developed or discovered by the Party prior to the time of this Agreement, as evidenced by that Party's written records;
- information that is required to be disclosed to comply with applicable laws or regulations, provided disclosing Party receives prior written notice of such disclosure and that receiving Party take all reasonable and lawful action to obtain confidential treatment of such information.

13.3 The obligations contained herein shall survive for a period of ten (10) years following expiration or termination of this Agreement.

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14. DEBARMENT – ANTI-BRIBERY

14.1 Debarment

Olomouc University Hospital warrant that any employees or contractors it appoints are qualified by education, training and experience in accordance with ICH GCP Guidelines to undertake their responsibilities.

Olomouc University Hospital agree that no individual or entity shall perform any tasks on behalf of the Olomouc University Hospital in connection with the Clinical Trial if that individual or entity has been sentenced for malpractice related to the conduct of clinical trials or where any other action is taken by a professional body or where any personnel are under disciplinary action which would directly affect their working on the Clinical Trial.

Olomouc University Hospital shall notify Gustave Roussy of any action with respect to debarment or disqualification against Olomouc University Hospital or any individual or entity providing tasks on behalf of Olomouc University Hospital throughout the duration of the Clinical Trial.

14.2 Anti-bribery

Olomouc University Hospital expressly undertake to comply with laws and regulations in force, including the provisions relating to the prevention of bribery.

Olomouc University Hospital certify that they have not, directly or indirectly, proposed or authorised any act with a view to payment or transfer of anything of value in order to exercise undue influence on any public agent or individual, nor will do so in the future.

15. TERM AND TERMINATION OF THE AGREEMENT

15.1 Term

This Agreement shall enter into force on the Effective Date and shall remain in effect for the duration of the Clinical Trial, as provided for by the Protocol.

15.2 Early termination

15.2.1 Either Party may terminate this Agreement by written notice, and after all efforts to find an agreement have been exhausted, in case of:

- early termination of the Clinical Trial for any reason whatsoever,
- any technical or methodological impossibility to pursue the Clinical Trial,
- decision to end the Agreement made by the Sponsors,
- failure to obtain the approval of competent regulatory authority and /or ethics committee or withdrawal / suspension of these approvals,
- early termination of the Grant Agreement n° 101104801 and the relative Consortium Agreement for any reason whatsoever.

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15.2.2 Either Party (the Terminating Party) may terminate this Agreement, if any other Party (the Defaulting Party) commits a breach of any of the terms or conditions of this Agreement and fails to remedy such breach within thirty (30) days after receipt by the Defaulting Party of registered mail from the Terminating Party calling upon to the Defaulting Party to remedy such a breach.

15.3 Consequences of Termination

In all circumstances, Gustave Roussy shall confer with Olomouc University Hospital and they shall use their best efforts to minimize any inconvenience or harm to Eligible Patients caused by the premature termination of the Clinical Trial.

15.4 Survival

Any termination or expiration of this Agreement shall not affect the survival and continuing validity of the clauses which are expressly or by implication intended to continue in force after such termination.

16. LAW AND VENUE

16.1 Governing law:

This Agreement shall be governed, construed and interpreted in accordance with the laws of Belgium, excluding its conflict of law provisions.

16.1.1 Competent courts

The Parties shall endeavour to settle their disputes amicably.

All disputes arising out of or in connection with this Agreement, which cannot be solved amicably, shall be finally settled by the courts of Brussels

17. GENERAL PROVISIONS

17.1 This Agreement may only be modified through a written notice signed by and agreed to by all Parties and specifically referring to this Agreement.

Should any contradiction exist between the clauses of the Agreement and the appended documents, the clauses of the Agreement shall govern, except where expressly stipulated otherwise.

In case the terms of this Agreement are in conflict with the terms of the Grant Agreement n. 101104801 and its annexes, the terms of the latter shall prevail. In case the terms of this Agreement are in conflict with the terms of the Consortium Agreement and its annexes, the terms of the latter shall prevail.

In case of contradictions between any charter and this Agreement, this Agreement shall take precedence.

17.2 Olomouc University Hospital shall not be allowed to transfer or assign totally or partially their obligations under this Agreement, nor to subcontract them without the prior written consent of the Sponsors.

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17.3 Should any clause of this Agreement be or become legally ineffective, the validity of this Agreement as a whole shall not be affected. The Parties rather undertake to replace ineffective clauses by legally effective ones which comes as close as possible to the sense of the ineffective clauses and the purpose of this Agreement.

17.4 Failure by either Party to exercise any right conferred upon it under this Agreement shall not be deemed to be a waiver of any such right or operate to bar the enforcement of such right at any time or times thereafter.

17.5 No Party shall be liable to the other Parties for any failure to fulfill its obligations under this Agreement if such failure is caused by circumstances beyond its reasonable control (“force majeure”).

17.6 The relationship between the Parties shall be those of independent contractors and neither Party shall be considered as an employee, commercial partner or agent of the other Party. Nothing in this Agreement shall be deemed to constitute, create, give effect to, or otherwise recognize such creation of a joint venture, interest grouping or any other kind of formal business grouping or entity between the Parties. No Party shall have the authority, either express, implied or apparent, to act or to make legally binding declarations on behalf of the other Party.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in four (4) counterparts by their duly authorized representatives as of the Effective Date.

For and on behalf of Olomouc University Hospital

Name: prof. MUDr. Roman Havlík, Ph.D.

Title: Olomouc Univesity Hospital director

Date: Signature : prof. MUDr. Roman Havlík, Ph.D. Digitálně podepsal prof. MUDr. Roman Havlík, Ph.D. Datum: 2024.04.04 15:23:43 +02'00'

Name
Co-sponsor Coordinator investigator
prof. MUDr. Bohuslav Melichar, Ph.D.

Date: Signature : prof. MUDr. Bohuslav Melichar, Ph.D. Digitálně podepsal prof. MUDr. Bohuslav Melichar, Ph.D. Datum: 2024.04.08 14:03:12 +02'00'

For and on behalf of Gustave Roussy

Pr. Benjamin Besse
Director of Clinical Research

Date: 04-Apr-2024 | 1:22 AM PDT Signature : DocuSigned by: Benjamin Besse BF7BB219A5F1422...

Pr. Laurence Albiges
Principal Sponsor Coordinator Investigator

Date: 03-avr.-2024 | 5:34 AM CDT Signature : DocuSigned by: Laurence ALBIGES FDAC108E3AED476...

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Appendix 1: Clinical Trial Protocol

(in another file)

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Appendix 2: Scope of Work and Detail of each Party's responsibilities

A. Scope of Work

Responsibility	Sponsor	Authorized Institution	Other (Participating Site, CRO…) (specify)
Trial Development			
Trial Design	✓		
Risk Assessment	✓		
Obtain EUCT number	✓		
Register trial in clinical trial registration database (ISRCTN)	✓		
Protocol development	✓		
Develop Patient Information Sheet, Consent Form and other patient focused documents in English	✓		
Case Report Form development	✓		
Develop, test and maintain trial database, including randomisation system (if applicable)	✓		
Statistical Analysis Plan	✓		
Develop Monitoring Plan	✓		
Provision of finalised trial essential documents and guidance in English. Including but not limited to: • Risk Assessment (may be included in the monitoring plan) • Protocol • Pharmacy manual (optional) • Patient Information Sheet, Consent Form and GP Letter (GP letter is optional) • XML of CTA • Case Report Form • Monitoring Plan	✓		
Train National Coordinating Staff on protocol and responsibilities undertaken as a National Coordinating Centre	✓		
Develop Country specific Protocol Appendix and provide copy to Sponsor		✓	
Approve country specific Protocol Appendix	✓		
Acceptance and authorisation of protocol and CRF in Country and submit to relevant Authorities (for NON-EU countries)		✓	
Prepare Country's specific Part II submission package and provide to Sponsor for CTIS submission (for EU Countries)		✓	
Obtain Country specific clinical trial insurance/indemnity and provide copy to Sponsor		✓	

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Develop Country specific Patient Information Sheet, Consent Form and other patient focused documents, including translation and adaption where required, to comply with national requirements Provide copy of Country specific patient documents to Coordinating Sponsor		✓	
Develop Country specific guidance documents e.g. Pharmacy Manual, Laboratory Guidelines. Provide copies to Coordinating Sponsor on request		✓	
Provision and sign off of contracts and agreements with Country specific third party suppliers (if applicable) Details of third party suppliers to be provided to Coordinating Sponsor on request		✓	
Funding and Finance			
Obtain funding for conduct of trial within Country/Participating Sites		✓	
Manage financial budget within Country		✓	
Provide progress reports to Country funder(s) as requested		✓	
Trial Authorisation			
Apply for Clinical Trials Authorisation (CTA) within Country. Provide copy of approval to Coordinating Sponsor	✓ (for EU countries)	✓ (For non-Eu countries)	
Apply for additional Country specific authorisations as applicable. Provide copy of approval to Coordinating Sponsor on request		✓	
Ensure Participating Sites obtain appropriate local approval (if applicable). Provide copy of approval to Coordinating Sponsor on request		✓	
Determine which amendments are substantial and supply documentation to National Coordinating Centre	✓		
Prepare and apply for competent authority and ethical approval of amendments in Country. Provide copy of approvals to Coordinating Sponsor	✓ (for EU countries)	✓ (For non-Eu countries)	
Generate and submit Country specific progress reports to competent authority and ethical committee(s) as required Provide copy to Coordinating Sponsor on request		✓	
Distribute amendments, reports and other documentation (as required) to the Country's Participating Sites		✓	
Trial Management			
Ensure trial conducted according to protocol and GCP in Country		✓	
Conduct Country specific Participating Site feasibility	✓	✓	
Ensure investigators in Country are adequately qualified/trained to conduct the trial in accordance with national requirements		✓	

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Provide copy of investigator CVs to Coordinating Sponsor on request		✓	
Provide the list of identified country participating sites to Sponsor based on national feasability		✓	
Validation of the list of participating sites identified in each country	✓	✓	
Maintain a list of Country Participating Sites contacts e.g. medically qualified investigators (physicians), research nurses etc and provide this list to sponsor		✓	
Grant permissions to access trial database	✓		
Creation and provision of written agreement between National Coordinating Centre and Participating Site(s). Copy of signed agreement(s) to be provided to Coordinating Sponsor.		✓	
Provision of Investigator Site File to the Country's Participating Sites		✓	
Country specific Participating Site set up and initiation, including training on protocol and preparation of a site initiation report.* Copy of report (with summary in English, if report not written in English) to be provided to Coordinating Sponsor		✓	
Act as point of contact for routine trial management and data management queries in Country*		✓	
Act as a point of contact for clinical queries (including eligibility)	✓		
Maintain international Trial Master File and essential documents	✓		
Maintain Country specific Trial Master File and essential documents		✓	
Decide on the need for implementation of urgent safety measures	✓		
Implement urgent safety measure in Country Provide confirmation of implementation to Coordinating Sponsor on request		✓	
Report potential serious breaches of GCP or the Protocol to the Coordinating Sponsor		✓	
Perform assessment of potential serious breaches	✓		
Report serious breaches to the competent authority and ethics committee as required by Country specific regulations Provide confirmation of submission to Coordinating Sponsor on request		✓	
Decide on need for temporary halt to trial	✓ (internationally)	✓ (in country only)	
Inform the coordinating sponsor of the temporary halt of the trial in the country		✓	
Notify competent authority and ethics committee of any temporary halt to the trial in Country Provide confirmation to Coordinating Sponsor on request	✓ (For Eu countries)	✓ (For non-Eu countries)	

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Data Management			
Patient randomisation (including emergency randomisation)	✓		
Data entry (eCRF)		✓ (Participating Sites in country)	
Data entry of pharmacovigilance data	✓		
Creation of Data Clarification Forms (DCF)	✓		
Distribution of DCF to Country's Participating Sites	✓	✓	
Distribution of reminders for CRF/DCF to Country's Participating Sites		✓	
Provision of statistical data cleaning requests specific for Country	✓		
Distribution of statistical data cleaning requests to Country's Participating Sites		✓	
Adverse Event Reporting (Pharmacovigilance)			
Clinical evaluation and categorisation of Serious Adverse Events (SAEs)	✓		
Generate Suspected Unexpected Serious Adverse Reactions (SUSARs) reports and provide to Country	✓		
Report Suspected Unexpected Serious Adverse Reactions (SUSARs) to the competent authorities of all participating countries in accordance with regulatory requirements Provide Coordinating Sponsor with proof of submission.		✓	
Report Suspected Unexpected Serious Adverse Reactions (SUSARs) to the ethics committee and investigators in accordance with regulatory requirements Provide Coordinating Sponsor with proof of submission		✓	
Generate the annual Development Safety Update Report and supply to Country	✓		
Submit the annual Development Safety Update Report to the competent authority and ethics committee annually. Provide Coordinating Sponsor with proof of submission	✓ (For Eu countries)	✓ (For non-Eu countries)	
Notify the Sponsor of any potential safety issues		✓	
Notify the competent authority, ethics committee and investigators of safety issues as specified by the Sponsor Provide proof of notification to Coordinating Sponsor on request	✓ (For Eu countries)	✓ (For non-Eu countries)	
Monitoring and Audit			
Set-up and maintain a quality management system in Country Provide copy of procedures to Coordinating Sponsor on request		✓	
Set-up of Master Monitoring Plan	✓		
Set-up of country specific Monitoring Plan based on the master Monitoring Plan (translation)		✓	
Provision of etraining to use CRF (Monitors in Country)	✓	✓	

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	(to the co-sponsor site of the country)	(to Participating Sites in country)*	
Perform on site monitoring of Country's Participating Sites in accordance with GCP, protocol and monitoring plan* Provide copy of monitoring reports to Coordinating Sponsor		✓	
Perform audit of National Coordinating Centre	✓		
Data Provision, Statistical Analysis and Publication			
Provide summaries (e.g. number patients recruited, CRF return etc) for inclusion in Country specific reports	✓	✓	
Perform analyses in accordance with the Statistical Analysis Plan	✓		
Preparation and submission of main trial publications	✓		
Pathology Review			
Coordinate, perform and document review		✓	
Organisation of samples shipping		✓	
Samples Collection (Tumor)		✓	
Coordinate samples collection and provide a tracking to the Coordinating sponsor every quarter		✓	
Organisation of samples shipping to Leiden, biobanking		✓	
Payment of samples shipping, biobanking		✓	
RAW DATA			
In case of WES/WGS analyses, provide access to raw data of molecular profiling data to **SPONSOR**		✓	
Payment of assessment and review with specific funding		✓	
End of Trial			
On early termination of trial notify competent authority and ethics committee within regulatory timeframe for reporting Provide confirmation of notification to Coordinating Sponsor on request		✓	
Submit end of trial declaration to competent authority and ethics committee in compliance with regulatory timeframe for reporting Provide confirmation of submission to Coordinating Sponsor on request		✓	
Closure of Country's Participating Sites including preparation of closure report Provide copy to Coordinating Sponsor on request		✓	
Prepare End of Trial Report and provide to Country	✓		
Submit Summary of End of Trial Report to competent authority and ethics committee		✓	

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Provide confirmation of submission to Coordinating Sponsor on request			
Ensure Country's Participating Sites archive investigator site file		✓	
Archiving of Country specific trial master file		✓	
Archiving of international trial master file	✓		

Key * not required where the national sponsor is acting as the only site

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B. Detail of Olomouc University Hospital responsibilities

1 Clinical Trial set-up and communication

1.1 Clinical Trial Approval

(i) Review the Clinical Trial protocol and each of its updates prior to its submission for authorization in case of a substantial amendment or prior to its release to other investigators in case of a non substantial amendment.

(ii) According to each Participating Site's internal governance procedures, ensure that the Clinical Trial undergoes appropriate review and/or approval for each Site to participate.

1.2 Feasibility:

(i) Identify potential Participating Centers in the Country;

(ii) Review and forward the feasibility questionnaire to the appropriate potential Participating Centers in the Country ;

(iii) Follow-up on the completion of the feasibility questionnaire by the potential Participating Centers (e.g., follow-up on missing questionnaires, review answers for consistency and obvious mistakes, clarify answers where needed);

(iv) Act as point of contact for any questions from potential Participating Centers regarding the feasibility;

(v) Provide regular feasibility updates to Gustave Roussy;

(vi) Make a pre-selection of the Participating Centers based on the selection criteria that have been developed for the Clinical Trial and provide pre-selected Participating Centers list to Gustave Roussy;

(vii) Act as point of contact for Gustave Roussy and/or other Parties to resolve questions about individual pre-selected Participating Centers;

(viii) After the final Center selection has been made in consultation with Gustave Roussy (if necessary) and/or other Parties, inform the selected/non selected Participating Centers.

(ix) Support for retrieving documentation from Participating Centers for the regulatory submission and for opening the Participating Centers.

1.3 Clinical Trial Communications and Promotion:

(i) Organize national Clinical Trial team meetings (as needed).

(ii) Participate in regular teleconferences with Gustave Roussy and/or other Parties, if necessary.

(iii) Forward to Gustave Roussy any useful information regarding Clinical Trial conduct at Participating Centers in the Country.

(iv) Attend Investigator Meetings.

(v) Act as point of contact for any issues that are escalated, either by the Participating Centers (e.g. issues about Gustave Roussy / CRO if applicable, concerns about the Clinical Trial conduct that cannot be solved internally at Participating Center,…) or by the Steering Committee (e.g. issues about the collaboration, lack of or low recruitment).

(vi) Ensure ongoing promotion of the Clinical Trial (e.g. raising awareness via internal newsletter, internal website, presentations and updates during internal scientific meetings,…).

(vii) Perform any other activities as mutually agreed by Gustave Roussy and Olomouc University Hospital, such as support when needed in patient recruitment issues, in collaboration with Gustave Roussy / other Parties, and to follow-up on agreed actions.

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1.4 Clinical Trial Publications

(i) Participate in reviewing the Clinical Trial publications

2 Center Contracting + Payments

2.1 Set-up of contract and contract negotiations

(i) Administrative set-up.

(ii) Negotiate Participating Center agreements (hereinafter "Center Agreements") with Participating Centers in the Country, either using an Gustave Roussy Center Agreement Template (provided by Gustave Roussy and adapted by the Olomouc University Hospital in accordance with local requirements if applicable) or using a Local Center Agreement Template, taking into account the essential provisions as determined by Gustave Roussy to be included in all Participating Center Agreements to maintain consistency with Grant Agreement and Consortium Agreement. This includes any additional contracts that may be needed at a Participating Center if applicable. Any modifications in essential provisions as determined by Gustave Roussy shall be previously approved by Gustave Roussy.

(iii) Communicate other requirements for execution of Site Agreements and additional contracts (such as requirement for a "Power of Attorney", Delegation Letter,…) on a timely basis to Gustave Roussy, other Parties, the CRO and/or the Participating Center.

(iv) Liaise with Gustave Roussy if the Participating Centers request substantial changes to the essential provisions.

(v) Inform Gustave Roussy if there are contractual issues with any Participating Center(s) that the Olomouc University Hospital cannot resolve on its own.

(vi) Act as the point of contact for all questions and issues related to any agreement negotiated with the Participating Centers.

(vii) Follow-up on a regular basis with the Participating Centers on the status of the Center Agreement until it is fully executed (including any additional contracts needed) and report Center Agreement status (including planned dates to have them fully executed) on a regular basis to Gustave Roussy and/or other Parties to allow proper planning of EC submissions (where needed) and Center Initiation Visits.

(viii) Execute Agreements with its Participating Centers

(ix) Inform Gustave Roussy about any changes that might impact the Center Agreements (changes in Centers, investigators, budgets…) and ensure contract amendments are issued, as applicable.

2.2 Negotiation of Site Agreements

Olomouc University Hospital shall negotiate the Site Agreements in accordance with the instructions here below:

Olomouc University Hospital shall enter into Site Agreements with Participating Centers in the Country and, when applicable, use either (a) the Local Site Agreement Template as per local practice ("Local Site Agreement Template"), descriptions of which are set out below.

(a) Gustave Roussy Site Agreement Template: Olomouc University Hospital shall be responsible (i) for negotiating the Gustave Roussy Site Agreement Template with the Participating Centers in the Country and (ii) for ensuring accuracy, consistency and no contradiction between the Essential Provisions (as determined by Gustave Roussy)

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and the Gustave Roussy Site Agreement Template. Gustave Roussy reserves the right to review the changes related to the Essential Provisions.

Olomouc University Hospital shall be responsible to adapt the Gustave Roussy Site Agreement Template to national legal or regulatory requirements. Should a translation of the Site Agreement be required into national language, Olomouc University Hospital shall take the responsibility of such translation.

(b) Local Site Agreement Template: Gustave Roussy recognizes that, as per local practice, it may not be possible to use the Gustave Roussy Site Agreement Template. In such circumstances, Olomouc University Hospital may have the right to use a Local Site Agreement Template, provided that the Olomouc University Hospital ensures accuracy, consistency and no contradiction between the Essential Provisions (as determined by Gustave Roussy) and the Local Site Agreement Template.

Notwithstanding the foregoing, as required, Gustave Roussy shall provide the Olomouc University Hospital with legal assistance and liaise with the Olomouc University Hospital to analyze, approve and/or modify any request for change.

2.3 Site payments:

Olomouc University Hospital shall perform all payments to the Participating Centers in its Country.

3 Submissions

- Adapt Patient Information Sheet – Informed Consent Form (PIS-ICF) according to local language and EC or Regulatory requirements
- prepare specific documents requested for the submission.
-Initial submission and amendment submission for non-EU countries

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FUNCTION – Regulatory Submissions	
Competent Health Authority submissions	Gustave Roussy shall submit the Protocol, and any other required documents (and any amendments to these documents), to the competent Health Authority (HA) via CTIS platform. Olomouc University Hospital may be involved in discussions with Gustave Roussy for major questions from the HA. Olomouc University Hospital shall ensure the collection of all necessary documents.
EC submissions	<u>FOR EU COUNTRY:</u> Gustave Roussy shall submit the final versions of the Protocol, the final version of the patient information sheet and informed consent form, and any other required documents (and any amendments thereof) to the relevant central and/or local ethics committee(s) (EC (s)). Olomouc University Hospital may be involved in discussions with Gustave Roussy for major questions. Olomouc University Hospital shall ensure the collection of all necessary documents.
For each approval:	Gustave Roussy shall send to Olomouc University Hospital the above-mentioned approval(s) before the patients are enrolled in the Study.

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Appendix 3: Personal Data Protection

1. PURPOSE

This appendix sets out the conditions under which the Olomouc University Hospital, as a personal data processors, undertake to perform on behalf of Sponsors, in its capacity as data controller, the personal data processing operations set out below.

2. DEFINITIONS

For the purposes of this appendix, the words "operation", "personal data", "processing", "data controller", "data processor", "information", "consent" and "personal data breach" have the meaning given to them by the definitions referred to in Article 4 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter referred to as the "GDPR").

3. CLASSIFICATION OF THE PARTIES AND DESCRIPTION OF THE PERSONAL DATA PROCESSING

3.1 Classification of the Parties

Sponsors are the data controllers and the Olomouc University Hospital are a data processors within the meaning of the GDPR for the personal data processing implemented within the context of the Study.

3.2 Description of the personal data processing

The Olomouc University Hospital are permitted to process, on behalf of Sponsors, the personal data necessary to carry out the Clinical Trial.

To carry out the Clinical Trial, the personal data processing operations carried out are carried out as follows:

- The Olomouc University Hospital: collection, extraction in its information systems, hosting, exchange of data with the Sponsor, archiving, erasure;
- Gustave Roussy: hosting, analysis, archiving, erasure.

The personal data processed (hereinafter referred to as the "Data") relate firstly to the patients who are in the care of the Participating Centers and secondly to the professionals of the Participating Centers (hereinafter collectively referred to as the "Data Subjects").

The patient Data, made available to Gustave Roussy by the Olomouc University Hospital, are data which have first been pseudoanonymised by the Participating Centers, relating, in particular, to the health of these patients. It is understood between the Parties that the data pseudoanonymisation process is in all respects consistent with the reference methodology MR001, published by the French data protection committee (hereinafter the "CNIL") in its latest version in force at the time of transfer of the Data to the Sponsor by the Olomouc University Hospital.

The Data of the professionals of the Participating Centers, made available to the Sponsors by the Participating Centers are identifying data relating to the professional life of these professionals.

4. OBLIGATIONS OF EACH PARTY

4.1 General obligations

In accordance with the GDPR and Act No. 78-17 of 6 January 1978 on computing, files and freedoms (hereinafter the "LIL"), the Olomouc University Hospital and Sponsors undertake to take all necessary precautions to respect the rights of the Data Subjects involved in the Clinical Trial and to preserve the security and confidentiality of their Data.

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Each Party is responsible, in relation to the other Party and third parties, as part of the activities that it carries out for the Clinical Trial, for ensuring compliance with the personal data protection regulations.

Each Party is liable, according to the rules of ordinary law, for any direct or indirect damage resulting from its fault and/or negligence and/or those of its staff and its data processors, which could be caused to persons and property.

The processed Data are limited to the data required for the proper performance of the Clinical Trial.

The Data processing described in Article 3.2 is implemented by the Parties in accordance with Decision No. 2018-153 of 3 May 2018 approving a reference methodology relating to personal data processed as part of Research/Studies/Trials in the healthcare field with consent obtained from the data subject (MR-001) and revoking Decision No. 2016-262 of 21 July 2016 (MR-001).

The declaration of conformity with MR-001 was made by Gustave Roussy on 26/09/2022 under the following number: 2227636 v 0.

The Olomouc University Hospital undertake to comply with MR-001 for the principles that apply to it and all of the statutory and regulatory provisions regarding the protection of personal and health data relating to the Clinical Trial.

4.2 Rules of practice regarding the Data

Within the context of the Clinical Trial, each Party undertakes to

1. Process data only for the sole purpose that is the subject-matter of the Clinical Trial;
2. Ensure the strictest confidentiality of the data collected within the context of the Clinical Trial;
3. Not make any copies of the data other than those necessary for carrying out the Clinical Trial and guarantee the security of such copies;
4. Ensure that the persons authorised to process the Data:
    a. undertake to keep them confidential or are subject to an appropriate confidentiality obligation;
    b. receive the necessary training regarding personal data protection;
5. Take into account, with regard to its tools, products, applications or services, the principles of Data Protection by Design and by Default.

4.3 Security measures

Given the state of knowledge, the costs of implementation and the nature, scope, context and purposes of the Clinical Trial, as well as the risks, whose degree of probability and severity vary, each Party undertakes to devise and implement a security policy for its information systems and practices in order to adapt its operations and activities to the requirements of the personal data protection regulations applied to the Clinical Trial.

In the context of the Clinical Trial, each Party undertakes to implement the technical, legal and organisational measures which ensure an appropriate level of security, including, in particular, the security measures referred to in Article 32 of the GDPR to:

1. Ensure the confidentiality, integrity and availability of its information systems used to process the Data;
2. Take all measures to prevent accidental or unlawful destruction, accidental loss, alteration, misuse or fraudulent use of the Data;
3. Ensure the traceability by name of individuals acting on its behalf and who have secure access to the Data, in particular through an institutional policy of access to patient data;
4. Regularly test, analyse and assess the effectiveness of the technical and organisational measures implemented to ensure security of the Data as part of a quality control and security approach to its information systems;
5. Ensure full traceability of any Data incidents;

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6. Restore availability of the Data and access to them within appropriate time frames in the event of a physical or technical incident in its information systems;
7. Comply with the advice and recommendations of the CNIL, in particular those regarding the applicable security and management rules and especially those applicable to archived data.

These measures shall be assessed and corrected by the Parties, each in relation to those measures which relate to them, and, where appropriate, by any of their data processors, as regards any incidents occurring within the context of the Clinical Trial.

5. OBLIGATIONS OF GUSTAVE ROUSSY

Within the context of the Clinical Trial, the Sponsor undertakes to:

1. Specify to the Olomouc University Hospital the nature and description of the processing operations to be carried out, the uniqueness or repetition of the procedure, the duration of the procedure authorisation, the date and the maximum duration of the procedure;
2. Oversee the Data processing in its capacity as data controller;
3. Indicate to the Olomouc University Hospital any limitations or exclusions involved in this procedure, as the case may be;
4. Make available, in particular, to the Olomouc University Hospital:
   a. the Study documents including clear, precise and easily understandable guidelines for processing Data;
   b. A secure electronic data entry platform within the meaning of Article 7 of this appendix/ the following electronic data entry or secure data exchange platform: the module of the eCRF Ennov Clinical® software (CS rando)
   c. Personal secure access codes and identifiers for access to this platform;
5. In the event of a third party hosting the Data of patients in the care of the Participating Centers in the Clinical Trial, use only a hosting company approved or certified as a Health Data Host in accordance with Articles L. 1111-8, R. 1111-8-8 and following of the Public Health Code.

6. OBLIGATIONS OF OLOMOUC UNIVERSITY HOSPITAL

Within the context of the Clinical Trial, Olomouc University Hospital undertake to:

1. Restrict the Data processing in accordance with the documented instructions, by any means, in particular those contained in the Protocol, of the Sponsor for the sole purpose of carrying out the Clinical Trial;
2. Process data in a lawful, transparent and fair way;
3. Share only Data relating to the patients that it cares for participating in the Clinical Trial that have been previously pseudoanonymised;
4. Use only the secure sharing tools that the Sponsor has previously made available for Data sharing purposes;
5. Inform the Sponsor's Data Protection Officer as soon as possible in writing if the Olomouc University Hospital considers that an instruction of the Sponsor is a breach of the GDPR and/or the LIL;
6. Not transfer the Data in question to a third country or international organisation, including to a sub-processor within the meaning of the GDPR, unless instructed to do so in writing by Sponsor after verification of compliance with the rules provided for in Chapter V of the GDPR and unless it is obliged to proceed with such a transfer by virtue of Union law or the law of a Member State to which it is subject. It shall then inform Sponsor in writing of this legal obligation before the processing or transfer if such an obligation was unknown before the start of the processing, unless the law in question prohibits such information for important public interest reasons.

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The Olomouc University Hospital keeps a written register of all the processing activities performed for the Sponsor. The Sponsor reserves the right to require a copy of the processing sheets relating to the processing of data which are the subject-matter of this Agreement.

The Parties agree that a separate agreement shall be drawn up regarding processing of Data collected for purposes other than the Clinical Trial.

7. SUB-PROCESSOR

On the signing date of the Agreement, the Olomouc University Hospital does not subcontract any Data processing operation in relation to the Clinical Trial.

If other sub-processors are hired, the Olomouc University Hospital shall inform Gustave Roussy's Data Protection Officer thereof in advance by email.

Each sub-processor of the Olomouc University Hospital shall comply with the obligations contained in this appendix on behalf of and in accordance with Sponsor's instructions. It is the Olomouc University Hospital's responsibility to ensure that each of its sub-processors presents sufficient guarantees with respect to the implementation of appropriate technical and organisational measures to ensure that the processing meets the requirements of the GDPR, the LIL and, where appropriate, with Articles L. 1111-8, R. 1111-8-8 of the Public Health Code. Should its sub-processors not meet their obligations or not present sufficient guarantees with respect to personal data protection, the Olomouc University Hospital would remain fully liable with respect to the Sponsor for the performance by its sub-processors of their obligations.

8. INFORMATION TO THE DATA SUBJECTS

8.1 Patients taking part in the Clinical Trial in the care of the Participating Centers

It is Sponsor's responsibility to produce the information notices and consent forms as appropriate to issue to the patients participating in the Study who are in the care of the Participating Centers.

Sponsor undertakes to draft all of these documents in the clearest, most transparent, most accurate and most easily accessible way possible for these patients.

Provided that the documents communicated by the Sponsor comply with the provisions of the preceding paragraph, it is the responsibility of the Participating Centers to issue this information to these patients at the time the Data are collected at the latest.

The Olomouc University Hospital undertakes to provide Sponsor, on its request, with the date, or otherwise the period, corresponding to the actual information provided to the patients involved in the Clinical Trial.

8.2 Professionals participating in the Clinical Trial

The Sponsor is responsible for sending an email to the professionals of the Participating Centers participating in the Clinical Trial to inform them of the personal data processing which involves them in the context of the Clinical Trial.

This information must be written in the clearest, most transparent, most accurate and most easily accessible way for these professionals.

9. EXERCISE OF THE DATA SUBJECTS' RIGHTS

With the assistance of the Olomouc University Hospital if necessary, by providing any useful document or by carrying out any action, Sponsor shall give effect to the requests for the exercise of the Data Subjects' rights under the conditions laid down in Chapter III of the GDPR.

Where such requests are made directly to it, the Olomouc University Hospital shall communicate, within ten (10) working days from receipt of the request, such requests to the Sponsor Data Protection Officer, and undertake not to process them directly without Sponsor's written agreement.

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Where the Data Subjects make requests to the Sponsor to exercise their rights, the latter shall address such requests to the Olomouc University Hospital's Data Protection Officer for information.

10. DATA OF PERSONS ACTING ON BEHALF OF THE PARTIES AS PART OF PERFORMANCE OF THE AGREEMENT

Any person acting on behalf of the Olomouc University Hospital whose personal data are collected may exercise their rights of access, rectification and opposition to processing of their data by contacting Gustave Roussy's Data Protection Officer.

Similarly, any person acting on behalf of Sponsor whose data are collected may exercise their right of access, rectification and opposition to processing of their data by contacting the Olomouc University Hospital's Data Protection Officer.

Each Party undertakes not to keep the data of persons acting on behalf of the other Party beyond the term of the Agreement plus the statutory limitation periods and any mandatory retention periods.

11. DATA PROTECTION OFFICER

Each Party states that, on the day of signature of the Agreement, it has designated as its Data Protection Officer:

	OLOMOUC UNIVERSITY HOSPITAL	**GUSTAVE ROUSSY**
Identity	Roman Kejř	Clara BECHET
Email contact	GDPR@fnol.cz	clara.bechet@gustaveroussy.fr

The Parties undertake to inform each other of any change of Data Protection Officer that they may make.

12. IMPACT ASSESSMENT

The processing implemented as part of the Clinical Trial may require an impact assessment to be made regarding data protection, in accordance with Article 35 of the GDPR.

The Olomouc University Hospital undertakes to assist the Sponsor in making this assessment if necessary. Such assistance may include, in particular, the communication of any useful document in the format requested by Sponsor. If such an assessment results in Sponsor consulting the competent supervisory authority prior to implementation of the processing, the Olomouc University Hospital undertakes to provide the necessary assistance to Sponsor to successfully complete this consultation.

13. MANAGEMENT OF A DATA BREACH

The Party which is the victim of a personal data breach regarding the Data Subjects, shall notify the other Party's Data Protection Officer as soon as it has become aware of it using the form available in Appendix 4 to the Agreement.

It is Gustave Roussy's responsibility, if it considers it necessary, to notify the competent supervisory authority of this breach.

The notification shall contain at least:

1. a description of the nature of the Data breach including, where possible, the categories and approximate number of Data Subjects affected by the breach and the categories and approximate number of Data records involved;

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2. the name and contact information of the Data Protection Officer or other contact person from whom additional information may be obtained;
3. a description of the existing and probable consequences of the personal data breach;
4. a description of the measures taken or proposed by the victim of the data breach to remedy the personal data breach, including, where appropriate, measures to restrict or mitigate any negative consequences.

If, and where it is not possible to provide all this information at the same time, the information may be communicated in stages without undue delay.

Where this breach is likely to pose a high risk to the rights and freedoms of the Data Subjects and where the Sponsor so requests, the Olomouc University Hospital shall inform the Data Subjects, in the name and on behalf of Sponsor, of the breach of their Data as soon as possible. Drafting this information letter shall be Sponsor's responsibility. The costs of this notification, in particular financial, shall be borne by Sponsor.

14. AUDITS

The Olomouc University Hospital shall make available to the Sponsor, on simple written request of the Data Protection Officer and within twenty (20) working days from receipt of the request, the required documentation in the format requested by the Sponsor to demonstrate compliance with all its obligations and to enable audits to be carried out.

If this documentation is insufficient for the Sponsor to demonstrate compliance with its obligations as the data controller, The Sponsor may carry out or have carried out by any duly appointed agent and subject to a confidentiality obligation, inspections and audits, remotely or on the spot, and on all sites, of facilities, documentation, equipment and materials relevant and identified in advance, including before the start of the Data processing carried out as part of the Clinical Trial.

The Sponsor undertakes to inform the Olomouc University Hospital of the conduct of the audits subject to twenty (20) working days' prior notice. This period may be extended by twenty (20) working days on prior written request of the Olomouc University Hospital.

As part of such an audit, the Olomouc University Hospital undertake to provide all necessary access authorisations, documents and information to Sponsor or its authorised representative.

In the event of the discovery of a contractual or legal failing during the audits, the Parties shall meet as soon as possible to agree on the measures to be taken to rectify the identified failing(s). The SOLTI undertakes to implement, at its own expense, the corrective and preventive measures identified and which are its responsibility within sixty (60) calendar days from communication of the audit report by Sponsor or its representative.

The cost of these inspections or audits shall be borne by Sponsor unless they follow the notification of a personal data breach by the Olomouc University Hospital.

15. FATE OF THE DATA

At the end of the Clinical Trial, the Parties undertake to retain and archive the Data for the statutory period in force.

The Olomouc University Hospital undertake to destroy the Data, and all copies thereof, after having obtained Sponsor's agreement.

Such destruction, constituting personal data processing, shall ensure compliance with the security rules and be recorded by the Olomouc University Hospital in a specific document certifying the actual destruction of the Data and their copies as soon as possible, and within twenty (20) working days of the issuance of Sponsor's instruction.

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APPENDIX 4: NOTIFICATION OF A PERSONAL DATA BREACH

PERSONAL DATA BREACH FORM

Type of event	☐ Illegal destruction of personal data ☐ Accidental destruction of personal data ☐ Illegal loss of personal data ☐ Illegal alteration of personal data ☐ Accidental alteration of personal data ☐ Unauthorised disclosure of personal data ☐ Unauthorised access to personal data ☐ Theft of personal data Other/Additional Information[1] Click here to enter text.

Relevant facts relating to the personal data breach	☐ The personal data affected by the Event includes sensitive data[2]. If yes, which data: Click here to enter text. ☐ The data breach may make the data subjects easily identifiable by unauthorised persons. If yes, which data: Click here to enter text. ☐ The personal data affected includes data of vulnerable persons, especially minors or patients in clinical trials. If yes, what categories of persons: Click here to enter text. ☐ Does the personal data affected involve a large number of data subjects. If yes, approximately how many: Click here to enter text. ☐The affected data contains a considerable amount of personal data. If yes, approximately how many: Click here to enter text. ☐ The personal data affected are used for "profiling" operations (i.e., to create profiles of the data subjects based on their income, performance, economic status, health, personal preferences or interests, reliability or behaviour, location or transfers).

Person or source who reported the Event first: Name and contact information
Date and time when the person who first reported the Event became aware of it. Provide the information
Date and time of the Event (actual or alleged).

[1] Indicate one or more events such as: ransomware; hacking; hacking of the cloud computing platform; virus, loss or theft of the company device; natural disaster; etc.

[2] Personal data that may reveal racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic information, biometric data, information about an individual's health, sexual life or sexual orientation.

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Provide the information
Place where the Event occurred (specify whether it was an actual or alleged event). Provide the information
Source of the Event (e.g. source I.P.) - (if applicable). Provide the information
Infrastructure/system/application/cloud/software/hardware/database affected and their location. Provide the information
Processing/storage systems affected by the Event (if applicable). Provide the information
Number and country of location of the data subjects involved (if known). Provide the information
Amount of data reported to have been affected by the data security breach. Provide the information
Measures implemented, being implemented or planned to deal with the Event, mitigate its effects and prevent it from being repeated. Provide the information
Other relevant information Provide the information

Form completed by the Data Protection Officer of identity of the reporting entity: First name,

Date day month year

The DPO's name and professional email address

Signature