INDUSTRY/UNIVERSITY AGREEMENT

This Agreement is made this 1st day of December 2018 by and between the **Czech Technical University in Prague**, located at Jugoslávských partyzánů 1580/3, 160 00 Prague 6, Czech Technical University is a public university incorporated under the Act No. 111/1998 Coll., with no statutory duty to registry in the Commercial Register and registered in the Trade Register; ID No. 68407700, VAT ID No. CZ68407700, represented by XXXXXXXXXXXXXXXXXXXXXX., Rector; contacting address:

**Faculty of Electrical Engineering**, Technická 2, 166 27 Praha 6; contact person: XXXXXXXXXXXXXX, e-mail: dean@fel.cvut.cz (hereinafter called “UNIVERSITY”) and **Honeywell, spol. s r.o.** with its registered office at V Parku 2326/18, 148 00 Prague 4, ID No. 186 27 757, VAT ID No. CZ18627757, registered in the Commercial Register under the File No. C 2938 maintained by the Municipal Court in Prague, represented by XXXXXXXXXXXXXX, Executive director (hereinafter called “COMPANY”).

WHEREAS, the parties to this Agreement intend to join together in a cooperative effort to support and strengthen the research capabilities at the UNIVERSITY, particularly the Department of Control Engineering (DCE) in the field of modeling, control and optimization.

Now, therefore, for the mutual benefits and considerations each to the other, the parties hereto agree to the following terms and conditions:

1. COMPANY agrees to pay U.S. $15,000 (fifteen thousand dollars) in cash in support of the UNIVERISTY and the fields identified above. Based on the Invoice issued by the UNIVERSITY, the COMPANY will transfer the amount listed above to

Czech Technical University in Prague

Swift code: KOMBCZPPXXX

Branch: Bank Code 0100

Account: XXXXXXXXXXXXXXXXXXXXXXX

Variable symbol: 1318000279

B. COMPANY shall be granted the following benefits in consideration of its support:

1. Access to publications of the UNIVERSITY that have been facilitated by the support provided by the COMPANY at an early stage for timely review of new developments.

2. Opportunity to influence the topics to be studied within the field identified above through discussion and interaction with UNIVERSITY, faculty, staff, and students.

3. The right to use all published reports, and the data and information contained therein, for research and evaluation purposes.

4. A visit by UNIVERSITY faculty, staff, or students to COMPANY for discussion of UNIVERSITY’S research and related collaborations, if such visit can be arranged conveniently for both parties.

C. Neither UNIVERSITY nor COMPANY is assuming any liability for the actions or omissions of the other party. Each party will indemnify and hold the other party harmless against all claims, liability, injury, damage or cost based upon injury or death to persons, or loss of damage to, or loss of use of property, which arises out of the performance of this Agreement to the extent that such claims, liability, damage, cost or expense results from the negligence of a party’s agents or employees.

D. COMPANY agrees that it will not use the name of UNIVERSITY in any advertising or publicity material, or make any form of presentation or statement in relation to research or testing done at UNIVERSITY which would constitute an expressed or implied endorsement by UNIVERSITY of any commercial product or service, and that it will not authorize others to do so, without first having obtained written approval from UNIVERSITY. Similarly, UNIVERSITY agrees that it will not use COMPANY’S name without its prior written concurrence.

E. COMPANY notes that the UNIVERSITY is a subject legally bound to publish its contracts pursuant to Act no. 340/2015 Coll., and the UNIVERSITY will publish this Agreement in the register of contracts in mutually agreed format before publication.

F. This Agreement constitutes the entire and only agreement between the parties relating to the subject matter of this Agreement, and all prior negotiations, representations, agreements and understandings are superseded hereby. No agreements altering or supplementing the terms hereof may be made except by means of a written document signed by the duly authorized representatives of the parties.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed in duplicate as of the day and year first above written.

UNIVERSITY COMPANY

By: XXXXXXXXXXXXXXXXXXXXX By: XXXXXXXXXXXXXXXXXXXXX

Title: \_\_\_\_\_\_\_\_\_\_\_\_Dean\_\_\_\_ \_\_\_\_\_\_\_\_ Title: Executive director

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_