

## Cooperation Contract with a *Financial Contribution*

concluded in accordance with Section 1746 Subsection 2 of Act No. 89/2012 Coll., the Civil Code

### Article I

#### CONTRACTING PARTIES

##### **Ostrava University**

with registered office/place of business: Dvořákova 138/7, 701 03 Ostrava, Czech Republic

represented by: prof. MUDr. Jan Lata, CSc. – Rector of the University

ID: 61988987, bank contact: 120002-931761/0710

(hereinafter referred to as the “Beneficiary”)

and

##### **Fraunhofer-Gesellschaft zur Förderung der angewandten Forschung e.V.**

with registered headquarters:

Hansastraße 27c, 80686 Munich, Germany

as legal entity for its

##### **Fraunhofer-Institut für Arbeitswirtschaft und Organisation IAO**

Bank details:

Account name: Fraunhofer-Gesellschaft zur Förderung der angewandten Forschung e.V., IBAN: DE86 7007 0010 0752 1933 00, Currency: Euro, BIC: DEUTDEMMXXX, branch code: 700 700 10

(hereinafter referred to as the “Partner”)

(collectively, the “Contracting Parties”)

conclude this Cooperation Contract (hereinafter referred to as the “Contract”) as follows:



## Article II

### SUBJECT AND PURPOSE OF THE CONTRACT

1. The subject of this Contract is the stipulation of the terms and conditions for the Project, the Contracting Parties' roles and responsibilities, as well as their mutual rights and obligations in the implementation of the Project under paragraph 2 of this Article II of the Contract.
2. The purpose of this Contract is to regulate the reciprocal cooperation between the Beneficiary and the Partner who jointly implement the Project "SMART Technology for Improving the Quality of Life in Cities and Regions", registration number<sup>1</sup> CZ.02.1.01/0.0/0.0/17\_049/0008452, within the Operational Programme Research, Development and Education (hereinafter referred to as the "Project"), the Project Application is Annex 1 to this Contract.
3. The Project is set up as a cooperation between nine participants, with the Contracting Parties being two of them. The Beneficiary will be the recipient of the financial funding ("total financial contribution") by the funding authority, the Czech Ministry of Education, Youth and Sports ("Provider"), and therefore is responsible for the distribution of the funding to the participants.
4. At the time of conclusion of this Contract, the Project was chosen for funding, but the legal act on the granting/transfer of financial aid was not issued by the Provider yet. In order for the Provider to issue it, the Beneficiary is requested to submit to the Provider proof of a contractual basis for the cooperation in the Project, which is the reason why the Contracting Parties conclude this Contract. Thus, this Contract is under the proviso that such legal act on the granting/transfer of financial aid will be issued by the Provider.

It is the intention of the Contracting Parties as well as of all participants in the Project that - as soon as the legal act on the granting/transfer of financial aid is issued by the Provider – all participants will conclude a joint cooperation agreement, setting forth the terms and conditions for the implementation of Project between *all* participants.

5. The relationship between the Beneficiary and the Partner is governed by the partnership principles defined in the Applicant and Beneficiary Guidelines (hereinafter referred to as the "Applicant and Beneficiary Rules") which are attached to this Contract as Annex 2.
6. During the Project implementation, the Beneficiary and its Partner are required to proceed in accordance with the Applicant and Beneficiary Rules. Should the legal act on the granting/transfer of financial aid issued by the Provider, or as the case may be, a decision amending the legal act, establish rules or obligations which (a) differ from the Applicant and Beneficiary Rules (Annex 2) or the obligations under this Contract, and which (b) are relevant to the Partner, the Beneficiary must inform the Partner and share those differing rules with the Partner. Notwithstanding anything else in this Contract, the Partner shall comply with those differing rules, once he verifiably has knowledge of them.
7. The Partner must be involved in the implementation of the Project through effective cooperation and must respect the public aid rules in order to avoid the transfer of indirect public aid to the Partner.

---

<sup>1</sup> If the project registration number has already been allocated.



## Article III

### RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES

The Contracting Parties agree to participate in the implementation of the Project referred to in Article II of this Contract as follows:

1. *The Beneficiary* shall carry out the following activities (for example):
  - Project management (always performed by the Beneficiary),
  - research activities,
  - lecturing,
  - preparation and management of conferences and seminars,
  - preparation of the Project proposal and its amendments and supplements,
  - continuous information to the Partner,
  - continuous evaluation of the Project activities,
  - evaluation of comments and evaluation of the Project outputs,
  - promoting the Project,
  - discussing any changes and obligations with the Partner,
  - processing reports on the implementation and submission of payment applications,
  - approving and reimbursing Partner's eligible expenses.
2. *The Partner* shall carry out the following activities (for example):
  - feedback on and evaluation of the Project outputs,
  - cooperation on ensuring the target group in the area of human resources,
  - mediation of the contact with the target group (ensuring the transfer of information between the target group and the Beneficiary);
  - cooperation on defining the needs of the target group,
  - research activity,
  - cooperation on the draft changes and amendments to the Project,
  - accounting for spent funds,
  - processing reports on its activities within agreed deadlines,
  - in selecting suppliers of goods and services covered by the Project, proceeding in accordance with the applicable rules for the selection of suppliers, the applicable legislation of the Czech Republic and the European Union, as well as in accordance with the instructions of the Managing Authority of the Project and the bodies of the European Union, if any,
  - ensuring the fulfilment of Project sustainability obligations relating to the part of the Project attributable to the Partner,
  - archiving documents related to the Project in accordance with the rules of the Operational Programme Research, Development and Education and for the period given by these rules.

However, the Contracting Parties agree that the points listed above and the Annexes only give an overview of the works to be done in the Project. The Contracting Parties will mutually and in good faith consult and agree on the concrete works and activities to be implemented in the Project, as well as on the estimated efforts (man days, materials, etc.), in different work shops to be held in



the first half of 2019 in the Czech Republic. The Contracting Parties will document the results of the work shops, i.e. the concrete Project works and costs, in written records e.g. a protocol that will need to be signed by at least two workshop participants from each Contracting Party.

This written documentations will serve as the basis for this Contract and cost reimbursement, without application of Article VIII paragraph 1 sentence 1.

3. The Beneficiary and the Partner undertake to assume full responsibility for their own performance of the activities to be performed under this Contract.
4. Each Contracting Party is required to act in a manner that does not jeopardize the implementation of the Project and the interests of the Beneficiary and the Partner.
5. The Contracting Parties shall be required to report regularly on the progress of the Project implementation and, without delay, on all the facts that are material for the Project implementation. For the purposes of this paragraph, facts that are not normal (day-to-day) activities, of which the other Contracting Parties, in view of the nature of the Project, assume that they are performed by the relevant Contracting Party, are considered to be material facts. Material facts also mean communication with the Provider (Ministry of Education, Youth and Sports), in particular, about expected inspections or evaluation according to Article III Nr. 9 bullet point 15 of the Project implementation.
6. The Partner is entitled to all information regarding the Project, the achieved results of the Project and the related documentation.
7. The Contracting Parties are obliged to notify each other of any changes concerning their persons, in particular that any Contracting Party has ceased to fulfil the eligibility conditions for the Project, changes in all the facts included in the approved Project, and any other changes and facts that might have an impact on the implementation and the objectives of the Project. The Contracting Parties shall also notify each other of any fact which affects or could affect compliance with the obligations laid down in the legal act on the granting/transfer of financial aid including its annexes.
8. The Contracting Parties shall be involved in the implementation of the Project in order to exchange knowledge or technology or to achieve a common objective based on the division of labour, contribute to its implementation and share its risks and outcomes according to this Contract.
9. The Partner further undertakes:
  - to have and maintain the bank account specified in Article I of this Agreement. The Partner is obliged to maintain its bank account until the Partner receives its final payment or until the Financial Settlement of the Project, as appropriate;
  - to keep accounts (business records) in accordance with the national accounting legislation of its country and keep records in such a way that the relevant documents are correct, complete, provable and comprehensible. The Partner is also required to keep these documents in accordance with applicable national law;
  - to keep separate business records of all accounting aspects relating to the Project;



- to include only expenses that meet the purpose and eligibility rules set out in the legal act on granting/transfer of financial aid in Project expenditure.
- to use the funds provided under this Contract in accordance with the rules set out in the Applicant and Beneficiary Rules and the legal act on granting/transfer of financial aid, in particular in a cost-effective, efficient and effective manner;
- to comply with the public aid rules (GBER - Commission Regulation (EU) No. 651/2014 and the Framework of State Aid for Research, Development and Innovation)
- to provide synergies during the implementation of the Project in fulfilling the Project Indicators listed in Annex 3 (Binding monitoring indicators). The Partner is responsible for fulfilling the Project Indicators to the extent specified in Annex 3; the Partner will furthermore actively cooperate on the fulfilment of other indicators mutually agreed by the Contracting Parties;
- to ensure that the Project and obligations under this Contract are performed by suitably qualified staff or by suitably qualified contractors, in a sufficient number to achieve the purposes of this Contract, to minimize risks and meet the objectives of the Project effectively;
- to provide in writing without delay reasonably required additional information related to the implementation of the Project upon request of the Beneficiary, within the time limit set by the Beneficiary; this period must be sufficient to handle the request;
- to duly retain all documents related to the implementation of the Project in accordance with the applicable legal regulations of Germany, the Czech Republic and the EU, in particular according to Chapter 7.4 of the Applicant and Beneficiary Rules;
- to comply with any national and EU legislation applicable to the Project, in particular the rules on competition, the applicable rules governing public aid, the principles of environmental protection, and the promotion of equal opportunities throughout the period of the Project implementation and sustainability, if sustainability is relevant;
- to handle, throughout the realization and sustainability of the Project, all the assets acquired, even if only partially from the financial aid, with reasonable care, in particular, to protect them against damage, loss or theft. The Partner is not entitled to burden the assets co-financed by financial aid with any right in rem of a third party, including lien, to sell or otherwise dispose of the assets. In the event of destruction, damage, loss, theft, or other damaging event on the assets co-financed by the financial aid, the Partner is obliged to repurchase or bring these assets back to its original state, as soon as possible, but no later than the date of the completion of the Project. The Partner is required to continue to comply with the Applicant and Beneficiary Rules and the legal act on granting/transfer of financial aid when handling the assets acquired from financial aid;
- to promote, in the implementation of the activities, the Project according to this Contract in accordance with the instructions provided by the Applicant and Beneficiary Rules;
- to submit to the Beneficiary at regular intervals or whenever the Beneficiary reasonably asks for it, background information for the interim reports on the implementation of the Project, information on progress in the implementation of the Project, final report on the



implementation of the Project, or interim Project sustainability reports, and the final Project sustainability report according to the Applicant and Beneficiary Rules;

- to enable an inspection as described in Annex 2 of all documents relating to the activities carried out by the Partner under the Project, an ongoing verification of the performance of the activities it has undertaken to perform under this Contract, and to cooperate with all the entities authorized to carry out the inspection, or to their authorized representatives. These authorized entities are the Czech Ministry of Education, Youth and Sports, the Czech Financial Administration bodies, the Czech Ministry of Finance, the Czech Supreme Audit Office, the European Commission and the European Court of Auditors, or other official bodies or persons authorized according to the applicable funding regulations to carry out an inspection;
  - to promptly inform the Beneficiary of any proposed remedial measures resulting from these inspections and on the fulfilment thereof;
  - to promptly inform the Beneficiary of any changes that have occurred for it in relation to the Project or of changes related to the activities that the Beneficiary realizes under this Contract.
10. The Partner is not entitled to cover any of the activities it performs under this Contract from the funds provided from another budget chapter of the Ministry of Education, Youth and Sports, other state budget chapters, state funds, other EU structural funds or other EU funds, or from other public sources.
11. The Beneficiary undertakes to inform the Partner of all facts relevant to the fulfilment of their obligations under this Contract, in particular to provide them with a possible decision to amend the legal act on granting/transfer of financial aid.

#### **Article IV**

#### **PROJECT FINANCING**

1. The Project as defined under Article II of the Contract will be financed from funds that will be provided to the Beneficiary in the form of financial aid based on a legal act on the granting/transfer of financial aid by the (Ministry of Education, Youth and Sports from the Operational Programme Research, Development and Education.
2. The Beneficiary shall pass on the funds to the Partner in the amount of the Partner's financial contribution as set forth below.
3. Expenditure on the activities by which the Partner participates in the Project are detailed in the Project Budget which forms Annex 5 to the Contract.

The total financial contribution of the Beneficiary and the Partner to the Project is:

- a) Beneficiary: CZK 46,850,000
- b) Partner (with financial contribution): CZK 17,400,000



4. The Partner is entitled to use the means obtained for the implementation of the activities referred to in Article III of the Contract only to cover the expenses necessary to achieve the objectives of the Project, and at the same time such expenditure must be eligible within the meaning of Council Regulation (EC) No. 1303/2013 and the Applicant and Beneficiary Rules (Annex 2). Only expenses which were incurred by the Partner at the earliest on the day when the legal act on granting/transfer of financial aid was issued, or - if the legal act on granting/transfer of financial aid stipulates the start date of the Project implementation before the date of its issuance – at the stipulated date, and at the latest on the Project completion date, or after the Project completion if they are related to the financial and factual closure of the Project, are covered.
5. The Partner is required to adhere to the structure of expenditures, broken down into budget items in accordance with Annex 5 (Project Budget) to this Contract.
6. Eligible expenses incurred during the implementation of the Project will be paid to the Partner by the Beneficiary as follows:

As compensation of the Partner's eligible Project costs incurred in connection with the implementation of the activities referred to in Article III of this Contract (including payments to suppliers), the Contracting Parties agree on a reimbursement of the costs by the Beneficiary to the Partner according to the total preliminary calculation in Annex 5. The cost reimbursement shall not exceed the Partner's financial contribution stipulated above.

The cost reimbursement shall be paid by the Beneficiary to the Partner in the following installments:

The eligible expenditure will be paid every three months, beginning from the start date of the Project according to Article VII paragraph 1.

7. Expenditure for activities, through which the Beneficiary and the Partner participate in the Project, is described in detail in the application for support, which is attached in the "information system for DMS project", named IS KP14 +. The current versions of the document is accessible online in the system in their full text. Recipient have to provide access to the system by the project administrator.
8. If any Contracting Party incurs expenditure that is subsequently declared ineligible due to a breach of the eligibility rules, it shall be the expenditure and the cost solely of the Contracting Party which has incurred such expenditure (cost). The Contracting Parties undertake to cover any such ineligible expenditures of the Project as they were allotted to them as eligible costs under their respective project budget.

## **Article V**

### **LIABILITY FOR DAMAGE**

1. The Beneficiary is legally and financially responsible to the financial aid Provider, i.e. the Ministry of Education, Youth and Sports, for the correct and lawful use by the Partner of financial aid provided on the basis of a legal act on granting/transfer of financial aid.



2. Therefore, the Partner shall be liable without restriction to the Beneficiary for the damage for which the Beneficiary is liable to the Provider pursuant to Article V paragraph 1 of the Contract, which the Beneficiary incurred as a result of the Partner's breach of the obligation arising from this Contract.

Other than that, the liability of the Partner, its legal representatives and agents for breach of duty and tort shall be limited to intent and gross negligence. Furthermore, as far as legally permissible under applicable law, the Partner's liability is limited in total to his financial contribution, and liability for indirect or consequential damages shall be excluded.

3. The Partner is not liable for any damage caused by the act or negligence of the Beneficiary or other participants of the Project.

## Article VI

### OTHER RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES

1. The Contracting Parties shall refrain from any action that might prevent or hinder the achievement of the purpose of this Contract.
2. The Contracting Parties are obliged to inform each other about the facts that are decisive for the fulfilment of this Contract and the implementation of the Project in accordance with the legal act on granting/transfer of financial aid, without undue delay.
3. The Contracting Parties are obliged to act ethically, fairly, transparently and in accordance with good manners in the implementation of the Project.
4. The Partner is obliged to notify the Beneficiary, within 30 calendar days after the issuance of the legal act on granting/transfer of financial aid, of which the Beneficiary must have notified the Partner, of the contact details of the person responsible for coordinating its work on the Project under Article II of the Contract.
5. The assets financed by the financial aid shall be owned by the Contracting Party which has financed it (paid for it), unless otherwise agreed by the Contracting Parties; a change of ownership is possible if the situation under Article VII paragraphs 2 or 3 of the Contract occurs. The assets funded by the financial support may be used for the entire duration of the Project and the sustainability period by all participants to this Contract to the extent necessary to meet the objectives of the Project.
6. For the purpose of the Project, the contracting parties shall regulate their mutual rights and obligations covering **the intellectual property rights** in the following manner:

Objects included in the industrial property that are owned by the individual contracting parties prior to conclusion of the Agreement and that are needed for implementation of the Project, remain in the ownership of the Beneficiary or Partner (referred hereinafter as "Background").





Project results (IP and IPR) generated in connection with and during the project are owned by the party that generates them (“Results”).

If the industrial property is created while performing the activities as part of the Project by means of cooperation of employees of more contracting parties, the industrial property is jointly owned by the particular contracting parties whereas joint ownership shares shall be determined according to the proportion of the financial contribution of the parties in creation of the particular industrial property, or eventually also other factors such as workload used, the extent of the originator's activities during its creation etc. shall be taken into account. The contracting parties shall negotiate a separate agreement on the details to handle joint IP.

However, until the time a joint ownership agreement has been concluded, such Results shall be jointly owned in shares according to their share of contribution (such share to be determined by taking into account in particular, but not limited to, the contribution of a joint owner to an inventive step, the person months or costs spent on the respective work etc.) to the Results by the joint owners concerned.

In absence of such an agreement:

- each of the joint owners shall be entitled to use their jointly owned Results for non-commercial research and teaching activities on a royalty-free basis, and without requiring the prior consent of the other joint owner(s), whereas non-commercial research activities means use for academic/teaching/scientific purposes, or mere internal use, and
  - excludes use in contract research (= rendering a research service against payment to a customer, using the joint Result), even when the charge is mere cost reimbursement without profit;
  - excludes use of results for royalty bearing activities (such as licensing) or other activities leading to monetary benefits (e.g. use in developing, creating or marketing a product or process or creating and providing a service or use in standardisation activities);
  - includes use in further (funded or unfunded) cooperative research projects. However where such use leads to a grant of further user rights to others (e.g. project partners) for royalty-bearing or other activities leading to monetary benefits, such further user rights shall not be included in the category of non-commercial research activities under this bullet point, and
- each of the joint owners shall be entitled to otherwise Exploit the jointly owned Results and to grant non-exclusive licenses to third parties (without any right to sub-license), if the other joint owners are given:
  - (a) at least 45 calendar days advance notice; and
  - (b) Fair and Reasonable compensation.

## General Principles

Each Party shall implement its tasks in accordance with the awarded proposal and shall bear sole responsibility for ensuring that its acts within the Project do not knowingly infringe third party property rights.



Any Access Rights granted expressly exclude any rights to sublicense unless expressly stated otherwise.

Access Rights shall be free of any administrative transfer costs.

Access Rights are granted on a non-exclusive basis.

Results and Background shall be used only for the purposes for which Access Rights to it have been granted.

All requests for Access Rights shall be made in writing. The granting of Access Rights may be made conditional on the acceptance of specific conditions aimed at ensuring that these rights will be used only for the intended purpose and that appropriate confidentiality obligations are in place.

The requesting Party must show that the Access Rights are Needed.

“Needed” means:

For the implementation of the Project:

Access Rights are Needed if, without the grant of such Access Rights, carrying out the tasks assigned to the recipient Party would be technically or legally impossible, significantly delayed, or require significant additional financial or human resources.

For Exploitation of own Results:

Access Rights are Needed if, without the grant of such Access Rights, the Exploitation of own Results would be technically or legally impossible.

### **Access Rights for implementation**

Access Rights to Results and Background Needed for the performance of the own work of a Party under the Project shall be granted on a royalty-free basis, unless otherwise agreed for Background.

### **Access Rights to Results**

Access Rights to Results if Needed for Exploitation of a Party's own Results shall be granted on Fair and Reasonable conditions.

Access rights to Results for internal research activities shall be granted on a royalty-free basis.

Access Rights to Background if Needed for Exploitation of a Party's own Results, including for research on behalf of a third party, shall be granted on Fair and Reasonable conditions.

A request for Access Rights may be made up to twelve months after the end of the Project or after the termination of the requesting Party's participation in the Project.

7. Each Contracting Party shall use all information of the other Contracting Party that is classified as confidential exclusively for the Project, shall keep it confidential and shall not provide it to third parties without the prior written consent of the other Contracting Party during the Project and for a period of 5 years after the end of the Project (Financial Settlement). This obligation shall not apply to information which



- was known to the public or was generally available prior to the notification to the receiving Contracting Party or
- becomes known to the public or generally available after the notification to the receiving Contracting Party without that Contracting Party being involved or at fault or
- the receiving Contracting Party was already aware of at the time of receipt of the information or
- is information that was disclosed or made available to the receiving Contracting Party r at any time by a third party without imposition of any obligation of confidentiality or
- was developed by an employee of the receiving Contracting Party without knowledge of the information.

Should the disclosure of confidential information be mandated by order of a government authority or court, then the receiving Contracting Party shall be authorized to disclose the information in this respect to the authority or court. The receiving Contracting Party shall without undue delay inform the disclosing Contracting Party of any such order insofar as this is legally permissible.

The internal dissemination of confidential information by a Contracting Party shall be permitted only insofar as this is necessary for the Project (on a need-to-know basis) and provided it can be ensured that the only employees who receive this information are employees who have been made subject, to the extent legally possible, to the same confidentiality requirements.

The receiving Contracting Party also agrees not to reverse engineer, decompile, disassemble or in any other way, either chemically or otherwise, analyze the composition and/or production of the confidential information of a disclosing Contracting Party, unless this is necessary for the Project and the disclosing Contracting Party has consented to this beforehand in writing.

8. If either of the Contracting Parties intends to withdraw from the Project implementation, whether due to a change in the Beneficiary in the Project, a reduction in the number of beneficiaries, or other similar changes, and the Provider will approve such change, an agreement, handover certificate or another similar document confirming the consent of all Contracting Parties to settle the existing obligations of the withdrawing Contracting Party arising for it out of the Project implementation, in particular the status of the achieved results, the financial issues concerning the Project implementation, and the intellectual property rights, shall be made.

## Article VII

### DURATION OF THE CONTRACT

1. The Project shall start on the date when the legal act on granting/transfer of financial aid is issued, or - if the legal act on granting/transfer of financial aid stipulates the start date of the Project implementation before or after the date of its issuance – on the stipulated date. The Project



activities shall end on 31.12 2022, and the Project will be financially closed after receiving the last part of the grant (Financial Settlement). The Contract is concluded for the period of the Project defined in the foregoing sentences (start date to Financial Settlement). However, the obligations under this contract regarding the public funding rules shall apply for another 5 years from the Financial Settlement of the Project.

2. If the Partner seriously or repeatedly breaches any of the obligations arising for it from this Contract or from applicable national or EU legislation, it may be excluded from further participation in the implementation of the Project on the basis of an approved Project change. In this case, it is required to agree with the Beneficiary who will assume its obligations and assets financed by the financial aid and hand over all documents and information relating to the Project to the Beneficiary. This is without prejudice to the liability of the Partner for damages under Article V of this Contract.
3. The Contracting Parties may terminate the cooperation for good cause only and only on the basis of a written agreement concluded between the parties to this Contract. Notwithstanding the foregoing sentence, the Partner may terminate the cooperation, without any written agreement to be concluded, in the event that the Provider does not approve a minimum of 95% of the Partner's costs according to Fraunhofer's Cost Accounting System, a document describing the system of the Partner's cost accounting, as eligible. The description of Fraunhofer's Cost Accounting System is attached to this Agreement as Annex 6. The Beneficiary shall clarify such approval of Annex 6 with the Provider without undue delay. In case of approval by the Provider, Annex 6 shall prevail over Annex 2 regarding such eligibility of costs.
4. The termination agreement shall become effective no earlier than on the date of approval of the change of the Project consisting in the withdrawal of the Partner from the Project implementation by the grant Provider (Ministry of Education, Youth and Sports). Such written agreement regarding the termination of cooperation must not jeopardize the purpose under Article II of the Contract and must not be detrimental to the other participants to the Project.

In the event of termination of the cooperation, the withdrawing Partner must provide maximum cooperation in securing the individual obligations, responsibilities and assets (funded by financial support) with the Beneficiary.

## **Article VIII**

### **OTHER PROVISIONS**

1. Any amendments to this Contract may be made only by agreement of all Contracting Parties in the form of written amendments signed by the authorized representatives of the Contracting Parties. For the change referred to in Article VII, Paragraph 2, a written addendum with the Partner whose exclusion is requested is not required.



2. In the event of changes occurring during the term of this Contract that affect the legal form of any of the Partners, its management, its ability to meet its obligations, and other facts and data that could affect the Project implementation, the Partner shall be obliged by no later than 4 calendar days inform the Beneficiary about the changes in writing.
3. The relations of the Contracting Parties expressly not regulated by this Contract shall be governed by Act No. 89/2012 Coll., The Civil Code and other generally binding legal regulations of the Czech Republic.
4. All disputes arising under this Contract and related to this Contract will be dealt with by the court having subject-matter and territorial jurisdiction in the Czech Republic.
5. The Contracting Parties are obliged entities pursuant to Act No. 340/2015 Coll., On the Register of Contracts (hereinafter referred to as the "Register of Contracts Act"). The Parties acknowledge and expressly agree that this Contract is subject to publication in the Register of Contracts (the public administration information system managed by the Ministry of the Interior). The Beneficiary undertakes to publish this Contract in accordance with the relevant Act on the Register of Contracts.
6. If any provision of this Contract is invalid or void, this shall not affect the validity of the other provisions. The Contracting Parties undertake to replace the invalid provision with the provision in force that is as close as possible to the economic purpose of the invalid provision. If the Contract has a gap that would require modification, the Contracting Party shall remove this gap by supplementing provisions that takes into account the economic purpose of this Contract.
7. Each Contracting Party shall comply with the applicable export law provisions.
8. This Contract is made in 3 copies, of which the Beneficiary receives 2 copies, the Partner receives 1 copy.
9. A separate annex to this Contract shall be:
  - Annex 1: Project Application
  - Annex 2: Applicant and Beneficiary Rules
  - Annex 3: Binding monitoring indicators
  - Annex 4: Feasibility study
  - Annex 5: Project Budget
  - Annex 6: Fraunhofer Full Funding Methodology
10. The Contracting Parties declare that they have read this Contract and confirm their consent to the content of the individual provisions by their signature.
11. This Contract shall enter into force on the date of signature by both Contracting Parties, but not earlier than on the date of publication of the Contract in the Register of Contracts pursuant to paragraph 5 of this Article VIII, and shall take effect upon the start date of the Project according to Article VII paragraph 1. In the event of a conflict of this Contract with the legal act on



granting/transfer of financial aid, the text of the legal act on granting/transfer of financial aid is decisive.

In ..... on .....

.....

Beneficiary

In ..... on .....

.....

Partner

.....

Partner

