

Consulting agreement

Between:

Ústav fyziky plazmatu AV ČR, v.v.i.

se sídlem: Za Slovankou 1782/3, 182 00 Praha 8

IČ: 613 89 021

zřízený podle zákona č. 341/2005 Sb., o veřejných výzkumných institucích

(Institute of Plasma Physics CAS, v.v.i., a Czech Republic Company number 613 89 021,

having a place of business at Za Slovankou 1782/3, 182 00 Praha 8, Czech Republic)

Represented by doc. RNDr. Radomír Pánek, Ph.D., acting as director

hereinafter called "IPP"

and

Dr. Thomas Noel Todd

address: 22 Donnington Place, Wantage, Oxfordshire, OX12 9YE, UK

contact: x@john-lewis.com; +44 x; +44 x

hereinafter called "the Consultant"

individually referred to as a Party or collectively as the Parties.

CONSIDERING THAT

1. IPP has received a decision on granting the project of the COMPASS Upgrade tokamak issued by the Ministry of Education, Youth and Sport of the government of the Czech Republic, i.e. project whose purpose is to upgrade tokamak belonging to IPP (hereinafter "the Project");
2. The Consultant is leading expert in tokamak design and construction and IPP is interested in his consultation within the Project;
3. The Parties have agreed to execute consultations within the Project under the conditions set out in this Agreement.

I. Execution and forms of the consulting

1. The Consultant undertakes, under the conditions set forth in this Agreement, to provide IPP with consulting in the field of design of the COMPASS-U tokamak and its components (hereinafter "the consulting").
2. The consulting will also include any other consulting task related to the Project, which the Parties may agree upon. The Consultant hereby agrees to provide such consultations to IPP.

3. The Consultant shall use his best efforts to perform the consulting such that the results are satisfactory to IPP, i.e. the Consultant undertakes to comply with the obligations under this agreement with due professional care and in accordance with IPP's interests.
4. The consulting will be executed through participation in meetings, telephone, e-mail communications, writing reports and documents and other forms of direct communication, always at the request of the IPP and with regard to capability of the consultant. The Consultant cannot refuse the consulting without a serious reason.
5. The delivery of the results of the consulting, shall be done usually in electronic form (by means of e-mail communication), or verbally, or by physical handover of documentation at the IPP headquarters, always according to the IPP request.
6. The Consultant agrees to assign and does hereby assign to IPP all right and title in to the results of the consulting.
7. The IPP's point(s) of contact with respect to the delivery and receipt of the results of the consulting in the frame of this Agreement will be:

Name: x

Tel.: +420 x

Email: x@ipp.cas.cz

II. Consulting Fee and Expenses

1. The Consultant is entitled to a fee of CZK 600 for each (1) full hour of the consulting provided under this Agreement.
2. The Consultant shall be entitled to reimbursement for pre-approved expenses reasonably incurred in the performance of the consulting, such as: plane ticket London – Prague – London up to 10.000 CZK/flight; accommodation in Prague up to 1.700 CZK/day, flat-rate payment per diem during stay in Prague 800 CZK/day. Contribution towards UK airport connection costs can be claimed for each trip, of £100 considered to cover the total of UK airport drop-off and pick-up.
3. All payments will be made on the basis of the submitted invoices containing all the legal requirements, in the form of a bank transfer in pounds Sterling at the prevailing exchange rate to the account of the Consultant [Mr T N Todd and Mrs LTodd; Barclays Bank, 17 Market Place, Wantage, OX12 8AG, UK; Account 03941124, sort code 20-90-91; IBAN GB44BARC20909103941124; SWIFT/BIC BARCGB22] unless the parties agree in written otherwise.
4. The Consultant will always invoice for a period of three months if he has provide any consulting under this Agreement in such a period. The timesheet of the realized consulting will be attached to the invoice as well as the relevant supporting documents on the costs incurred.
5. Invoices submitted by the Consultant to IPP are due within 30 days of receipt.
6. The payment as stated in this Agreement does not include VAT. Any VAT required will be charged to IPP in addition to the payment.

7. The Consultant will be responsible for all income tax liabilities and any contributions relating to the payment.
8. In the event that this Agreement is terminated by IPP prior to completion of the consulting but where the consulting have been partially performed, the Consultant will be entitled to pro rata payment to the date of termination provided that there has been no breach of the Agreement by the Consultant.

III. Duration / Termination

1. This Agreement shall enter into force and effect on the date of signature by both Parties.
2. The term of this Agreement will begin on the date of this Agreement and will remain in full force and effect until the end of the Project, subject to earlier termination as provided in this Agreement.
3. Each party is entitled to terminate this Agreement at any time in writing, even without giving any reason, and the notice period shall be one months from the delivery of the notice to the other.
4. In the event of the termination of the Agreement, obligations according to Section IV. (Confidentiality) shall remain unaffected.

IV. Confidentiality

1. The Consultant shall keep in confidence for the duration and after the termination of the Project any IPP technical or business information which can be considered as confidential, and shall not disclose such information to third parties without the prior written consent of IPP.

This information shall not apply to any information which is:

- proven to have been known to the Consultant prior to its receipt under this Agreement; or
 - in the public domain at the time of disclosure to the Consultant or thereafter enters the public domain without breach of the terms of this Agreement; or
 - lawfully acquired by the Consultant from an independent source which has a bona fide right to disclose the same; or
 - independently developed by the Consultant without breach of the Confidentiality covered by this agreement.
2. The Consultant explicitly agrees that where any novel solutions are proposed by IPP during the Project, including selection of materials, fabrication techniques, component metrology and alignment during assembly, then these solutions are to be considered as Intellectual Property of IPP and the Consultant must obtain prior written consent from the IPP before making any public mention of them.

V. No Warranties

The Parties take note, that IPP shall not be liable for the correctness of the information communicated during the Project, and the consultant do not warrant that the consulting is always perfect.

VI. Governing Law and Settlement of Disputes

All disputes arising in connection with the interpretation or implementation of this Agreement shall be primarily settled amicably. This Agreement shall be governed by the laws of Czech Republic especially according to the provisions of the law No. 89/2012 Coll., Civil Code. Court proceedings shall take place in Prague, Czech Republic, in Czech language.

VII. Final Provisions

1. This Agreement constitutes the entire agreement among the Parties with respect to confidentiality and it supersedes and replaces any prior written or oral agreement, representation, understanding or commitment thereon. Modifications or amendments shall only be valid if made in writing and signed by the Parties themselves or their duly authorized representatives.
2. If any term of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the Parties that the remaining terms hereof shall constitute their Agreement with respect to the subject matter hereof and all such remaining terms shall remain in full force and effect.
3. Done and signed in 2 (two) original copies in the English language, one for each Party to this Agreement.

IN WITNESS WHEREOF, the Parties have duly affixed their signatures under hand.

For IPP

Place and Date

doc. RNDr. Radomír Pánek, PhD.
Director of IPP AS CR, v.v.i.

Place and Date

Dr. Thomas Noel Todd