This Research Agreement (“Agreement”) is issued under Memorandum of Understanding dated 23rd January 2019 and is effective as of the 16th day of April, 2019, (“Effective Date”) between **Honeywell International s.r.o.** a company having its registered office at V Parku 2325/16, Praha 4, Postcode 148 00, ID No. 276 17 793, VAT ID No. CZ27617793, registered in the Commercial Register under the File No. C 119257 maintained by the Municipal Court in Prague, represented by Dr. Oliver Stucky, PhD., VP Aerospace & GM HTS (“Honeywell”) and **Brno University of Technology / Vysoké učení technické v Brně,** an educational institution having its office at Antonínská 548/1, 601 90 Brno, Czech Republic; Brno University of Technology 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. 00216305, VAT ID No. CZ00216305, represented by prof. RNDr. Ing. Petr Štěpánek, CSc., dr.h.c., Rector, acting through its **Faculty of Information Technology / Fakulta informačních technologií**, having its office at Božetěchova 1/2, 612 66 Brno, represented by prof. Dr. Ing. Pavel Zemčík, Dean (“University”). University and Honeywell are sometimes referred to separately as a “Party” and together as the "Parties."

As anticipated in the Memorandum of Understanding concluded between the Parties on 23rd January 2019, the Parties desire to establish a collaborative research arrangement sponsored by Honeywell (“Project”) as specified in the Research Project Specification and Statement of Work (“SOW”). The Parties agree as follows:

1. **Definitions**

The following definitions apply to this Agreement.

**“Affiliate”** means any legal entity that controls, is controlled by, or is under common control with, another legal entity. An entity is deemed to “control” another if it owns directly or indirectly a sufficient voting interest to elect a majority of the directors or managing authority or to otherwise direct the affairs or management of the other entity.

**“Authorized Representative”** means the individual designated by each Party having primary authority and responsibility for interacting with the other Party regarding this Agreement.

**“Background Technology”** means the Intellectual Property Rights in any Confidential Information, specifications, Technical Data, Computer Software, Source Code, and Inventions created, conceived, or developed by the personnel of a Party without access to any Confidential Information of the other Party either (a) prior to this Agreement or (b) other than in the performance of this Agreement.

**“Computer Software”** means the computer programming code substantially in binary form that is directly executable by a computer after processing, but without requiring compilation or assembly, databases, database management systems, files, and records.

“**Confidential Information**” means any information that is marked as “Confidential” and disclosed in whatever form, to a receiving Party by, or on behalf of, a disclosing Party, that is not generally known including, without limitation technical data, specifications, samples, drawings, materials, know-how, designs, processes, techniques, testing methodologies, software, Personal Data, other business or financial information that is identified as being confidential, proprietary or a trade secret.  Confidential Information also includes information disclosed orally or visually if the disclosing Party: (a) identifies it as Confidential Information at the time of disclosure; (b) reduces it to written summary form and marks it as being “Confidential”; and (c) transmits the written summary form to the receiving Party within 30 days after disclosure.

**“Deliverables”** mean the documents, reports, material, prototypes, information, data, Computer Software, Source Code, and other items (if any) specified in this Agreement and its attachments to be delivered to Honeywell by or on behalf of University.

**“Foreground Technology”** means the Intellectual Property Rights in any Confidential Information, Technical Data, Computer Software, Source Code, and Inventions created, conceived, or developed by the personnel of a Party solely in the performance of this Agreement or resulting from access to the Confidential Information of the other Party.

**“Gate review”** means a quarterly review in which University shall present the Project work progress and achievements and based on that Honeywell can revise the Project work scope.

**“Intellectual Property Rights”** mean all worldwide intellectual property rights, whether arising under statutory or common law or by contract and whether or not perfected, now existing or hereafter filed, issued, or acquired, including (a) patent rights; (b) rights associated with works of authorship including copyrights and mask work rights; (c) rights relating to the protection of trade secrets and confidential information; and (d) any right analogous to those set forth herein and any other proprietary rights relating to intangible property; but specifically excluding trademarks, service marks, trade dress, and trade names.

**“Inventions”** mean know-how, ideas, concepts, processes, and discoveries, which is or may be patentable or otherwise protectable.

**“Personal Data”** means any information relating to an identified or identifiable natural person (‘data subject’); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

**“Source Code”** means the human readable embodiment of the Computer Software code, in or on any electronic media and includes complete comments, flow charts, program narratives, and all related system and programming documentation for the Computer Software, every change to the Computer Software and all externalizations, utilities and compilers required to utilize, execute and modify the source code form of the Computer Software and which is sufficient to enable a reasonably skilled programmer to maintain and enhance the Computer Software.

**“Technical Data”** means recorded data, know-how, and other information of a scientific or technical nature including, without limitation: drawings; engineering reports; designs; specifications; test results; test methodologies; and process or technique information, such as manufacturing, installation, assembly, operation, testing, and/or maintenance documentation, regardless of its form, the medium of recording, or the method of recording (e.g., written, printed, electronic, disk). Technical Data as used herein also includes data, know-how, and information presented in visual and/or audio formats such as graphics, video recordings, pictures, movies, and/or audio recordings in any form.

**“Technical Progress review”** means a monthly Project review in which University shall present the Project work progress and achievements and Project performance indicators shall be tracked and evaluated.

1. **Scope**

This Agreement, its attachments, amendments and Honeywell purchase orders issued pursuant to this Agreement establish the terms and conditions for the collaborative research arrangement between the Parties.

1. **Research Project Specification and SOW**

The Research Project Specification and SOW, attached hereto and incorporated herein, sets forth the research University will perform in accordance with this Agreement. University and Honeywell will authorize the Research Project by execution of the Research Project Specification and SOW by both Parties.

1. **Agreement Term**

This Agreement will be in effect from Effective Date to 31st March 2021 or 6 months after the completion of the last Deliverable, whatever occurs later unless it is either: (1) extended by mutual written agreement between the Parties; or (2) terminated in accordance with the provisions herein.

1. **Notices and Points of Contact**

a. “Notices” relating to this Agreement must be in writing and will be deemed given: (1) on the date delivered if delivered personally; (2) five business days after being placed in the mail; (3) one business day after being placed in the custody of an overnight courier as specified; or (4) on the date of successful delivery when sent by email. For the purposes of this Agreement, when a provision calls for Honeywell’s written permission, consent, or signature, such permission, consent or signature must be given by a Honeywell Authorized Representative.

b. All communications will be sent to the individuals set forth below or to such other individual(s) as may be designated by a Party by giving written Notice to the other Party.

Authorized Procurement / Agreement Representatives:

|  | **Honeywell** | **University** |
| --- | --- | --- |
| Name: | **XXXXXXXXXX** | **XXXXXXXXXX** |
| Title: | **XXXXXXXXXX** | **XXXXXXXXXX** |
| Address: | **XXXXXXXXXX** | **XXXXXXXXXX** |
| Telephone: | **XXXXXXXXXX** | **XXXXXXXXXX** |
| E-Mail: | **XXXXXXXXXX** | **XXXXXXXXXX** |

Technical Management:

|  | **Honeywell** | **University** |
| --- | --- | --- |
| Name: | **XXXXXXXXXX** | **XXXXXXXXXX** |
| Title: | **XXXXXXXXXX** | **XXXXXXXXXX** |
| Address: | **XXXXXXXXXX** | **XXXXXXXXXX** |
| Telephone: | **XXXXXXXXXX** | **XXXXXXXXXX** |
| E-Mail: | **XXXXXXXXXX** | **XXXXXXXXXX** |

1. **Order of Precedence**

If there is an irreconcilable conflict among the provisions of this Agreement and its exhibits, schedules and other attachments, the following order of precedence applies:

1. Any document executed by both Parties after execution of this Agreement that is expressly intended to amend or supersede the terms of this Agreement;
2. This Agreement;
3. Research Project Specification and SOW;
4. Other attachments to this Agreement;
5. The face of the purchase order issued pursuant to this Agreement and any attachments included or incorporated by reference; then
6. Other documents agreed to in writing by the Parties.
7. **Payment Terms**

Payment terms are net 90 days from receipt of a valid invoice and Honeywell’s receipt of acceptable deliverables. Payment will be made by check payable to University and mailed to:

Fakulta informačních technologií VUT v Brně

Ekonomické oddělení

Ing. Marcela Oravcová

Božetěchova 1

612 66 Brno

Czech Republic

1. **Confidentiality**

a. **Permitted Uses of Confidential Information:** During the term of this Agreement, the Parties may use the received Confidential Information only as expressly permitted in this Agreement.

b. **Protection of Confidential Information:** The receiving Party will not use or disclose Confidential Information received from the disclosing Party except as permitted in this Agreement for 10 years after the expiration or termination of this Agreement. Each Party will protect such Confidential Information using the same degree of care it uses to protect its own Confidential Information, but in no event less than a reasonable degree of care.

c. **Protection Exceptions / Exclusions:** The receiving Party has no duty to protect information that is: (a) developed by the receiving Party independently from the disclosed Confidential Information as supported by the receiving Party’s written records; (b) obtained without restriction by the receiving Party from a third party who had a legal right to make such disclosure; (c) publicly available other than through the fault or negligence of the receiving Party; (d) known to the receiving Party at the time of its disclosure, without an existing duty to protect the information.

d. **Permitted Disclosures of Confidential Information:**

**Employees and Students:** The receiving Party may disclose Confidential Information only to its employees, contract employees having a need-to-know with respect to the intent of this Agreement. University may disclose Honeywell Confidential Information to a student participating in the Project, provided that the student has first signed the Non-Disclosure agreement and University has provided a signed copy of the Non-Disclosure agreement to Honeywell. Students not willing to sign the Non-Disclosure agreement will not be eligible to work on the Project.

**Third Parties:** The receiving Party may disclose Confidential Information to a third party having a need-to-know with respect to the intent of this Agreement provided that: (1) the disclosing Party authorizes it in writing; and (2) the receiving Party under this Agreement requires the third party recipient to enter into a non-disclosure agreement containing terms and conditions no less stringent than those imposed upon the receiving Party under this Agreement.

**Government:** The receiving Party may disclose Confidential Information as required, and only to the extent compelled to do so, by applicable, law, statute, regulation, or court order, provided that the receiving Party promptly notifies the disclosing Party, and if the disclosing Party requests, cooperates in all reasonable respects to contest the disclosure, or obtain a protective order or other remedy. Except in connection with a failure to discharge the responsibilities set forth in the preceding sentence, neither Party will be liable in any way for any disclosures made under judicial action or U.S. or foreign government regulations.

**Register of contracts:** Honeywell notes that University is a subject legally bound to publish its contracts pursuant to Act no. 340/2015 Coll., for it to validly come to force or comply with the relevant legislative requirements. Parties acknowledge, that the Attachment 1 and some of this Agreement’s schedules or their elements amount to Honeywell trade secrets and Confidential Information fall outside the scope of the information requiring publication. Accordingly, University will publish this Agreement in the register of contracts in a format mutually agreed prior to the publication.

e. **Personal Data Protection:** Parties will: (1) treat Personal Data of the other Party´s personnel and prospective personnel as Confidential Information; (2) take appropriate technical and organizational security measures as are required by applicable law to protect Personal Data; (3) use and permit employees and third parties to use Personal Data pursuant to legal requirements and only for purposes directly related to the performance of obligations under this Agreement; (4) refrain from transferring Personal Data out of the European Union unless the other Party has given its prior consent to the transfer and all legally required conditions have been met; to avoid doubts University acknowledges that Personal Data of its personnel, including students is to be transferred, relating to this Agreement and strictly for the purposes of performance of this Agreement to U.S.A. shared with Honeywell´s affiliates and subsidiaries, as may be necessary for such purposes;(5) indemnify the other Party against all losses, costs, expenses, damages, liabilities, demands, claims, actions or proceedings which the Party may suffer or incur arising out of any breach of this article that was caused by willful intent or gross negligence attributable to the other Party´s employees or any 3rd parties; and (6) promptly provide Notice to the other Party about: any legally binding request for disclosure of Personal Data by a law enforcement agency (unless otherwise prohibited); any accidental or unauthorized processing of Personal Data; and any requests received from individuals to whom Personal Data relates, without responding to that request unless it has been otherwise authorized to do so by Honeywell acting as a data controller (regardless whether solely or together with the University. If University will process Personal Data that Honeywell transfers from any of its Affiliates in the European Union to any of its Affiliates in the US pursuant to the U.S. - EU Privacy Shield Framework (“Privacy Shield Personal Data”), Honeywell is obliged to inform University on this status of Personal Data and University must provide at least the same level of privacy protection as required by the EU Standard Contractual Clauses. Both Parties shall enter into a Data Processing Contract or Data Contract between data controllers with clauses required by the EU law

f. **Notice:** Each Party will sufficiently explain to its employees and contract employees of their obligations under this provision and will ensure that its employees and contract employees are aware of and comply with the terms of this Agreement.

g. **Copies:** The receiving Party may make a limited number of copies of any documents containing Confidential Information as is necessary to complete its intent under this Agreement. All copies made will reproduce the restrictive legends on the original.

h. **Return of Information:** Within 180 days after the expiration or termination of this Agreement, the receiving Party will return or destroy all Confidential Information received from the disclosing Party (including all copies thereof) and will certify in writing that all materials containing Confidential Information have been returned or destroyed within thirty (30) days of, except for any such Confidential Information that exists only as part of regularly generated electronic backup data or archive data, the destruction of which is not reasonably practicable.

1. **Technology and Intellectual Property Rights**

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1. **Publication**

University, its employees and students engaged in work under this Agreement have the right to publish the results of research completed under this Agreement. University agrees to submit to Honeywell a copy of any such reports, papers, or other publications, including submissions for scientific meeting presentations, for Honeywell review, comment and written approval at least 30 business days prior to publication. Honeywell has the right to require a modification or request a delay in publication for a period not to exceed 1 year from the date of submission to Honeywell for the protection of inventions, discoveries, or Honeywell’s Confidential Information disclosed in the publication, provided that Honeywell makes a written request and justification for such delay within 21 business days from the date the proposed publication is submitted to Honeywell.

Honeywell reserves the right to use the publication for its internal use. If patentable inventions result from the design and development conducted hereunder during the term hereof or, in any way, and Honeywell shall file a patent, University shall not publish the research documents prior to Honeywell's patent filing.

1. **Export**

a. The Parties will comply with all export laws and regulations of all countries involved in transactions associated with this Agreement.

b. If the receiving Party receives hardware, technical data, manufacturing drawings, specifications, software or similar type items from the disclosing Party, it is the responsibility of the receiving Party to ensure compliance with all U.S. export laws and regulations, as well as all applicable local export laws and regulations if the receiving Party is located outside the U.S., in the performance under this Agreement. These laws include, but are not limited to, (a) Section 38 of the Arms Export Control Act as enumerated in 22 CFR Parts 120-130, the International Traffic in Arms Regulations (“ITAR”), and (b) Export Administration Act of 1979, as amended in 15 CFR Parts 730-774 of the Export Administration Regulations (“EAR”), and all applicable local export laws and regulations if the receiving Party is located outside the U.S. Honeywell will identify any export or ITAR controlled information at the time of disclosure. University reserves the right to decline receipt of such information.

c. No hardware, technical data, manufacturing drawings, specifications, software or similar type items whose export is controlled by the U.S. Department of State or the U.S. Department of Commerce will be transferred, disclosed or exported to “Foreign Persons,” as defined in the above stated laws and regulations, without specifically obtaining approvals from the U.S. Department of State’s Office of Defense Trade Controls or from the U.S. Department of Commerce’s Bureau of Industry and Security, as required.

d. If the receiving Party intends to transfer, disclose or export any the disclosing Party technical data, manufacturing drawings, specifications, software or similar type items to any “Foreign Persons”, prior written authorization of the disclosing Party must be obtained prior to the receiving Party obtaining U.S. Government licenses or other approvals as stated above. The receiving Party agrees to abide by all limitations and provisos and/or riders and conditions listed on any licenses or other approvals issued by the U.S. Department of State or the U.S. Department of Commerce.

1. **Honeywell Property**

Title to any material, except consumable, tooling, or equipment that Honeywell pays for or provides to University (Honeywell Property)will remain or vest with Honeywell. The Parties acknowledge that the material provided under section 11 of Attachment 1, is a consumable material and not deemed as Honeywell property and not subject to this article 12. University will conspicuously label Honeywell Property as Honeywell Property, maintain it in good condition, keep written records of the Honeywell Property in its possession, including the location of the property, will not allow any liens to be placed upon Honeywell Property, and will not abandon Honeywell Property. University must also prohibit anyone other than University and authorized University personnel from using or taking possession of Honeywell Property and may not move Honeywell Property to another location without prior written approval from Honeywell. University is responsible for inspecting and determining that Honeywell Property is in useable and acceptable condition. University will use Honeywell Property exclusively in the performance of this Agreement unless otherwise authorized in writing by Honeywell’s Authorized Representative. Honeywell Property is intended for use at University’s location only or as otherwise authorized in writing by Honeywell’s Authorized Representative and, to the extent applicable, is subject to U.S. and other government export or re-export requirements. University is responsible for any loss, damage, or destruction of Honeywell Property and any loss, damage or destruction of any third-party property or personal injuries resulting from University’s negligent use of Honeywell Property. University will not include the cost of any insurance for Honeywell Property in the prices charged under this Agreement. Upon expiration or termination of this Agreement, and at University’s expense, University will return or dispose of Honeywell Property at Honeywell’s sole option as it directs in writing. Honeywell makes no representations and disclaims all warranties (express or implied) with respect to Honeywell Property.

1. **Changes**

Changes to this Agreement or its attachments may be made only by written agreement of the Parties. Any change must include a detailed description of the change, the work to be performed, and timetable. If such change increases or decreases the cost or time required to perform under this Agreement, Honeywell and University may negotiate an equitable adjustment in the price, schedule, or both. If the Parties reach agreement, this Agreement will be modified in writing accordingly.

1. **Liability**

It is understood that neither Party will be liable for indirect, consequential, or incidental damages, including without limitation any lost profit, as a result of the other Party’s use of any technical report or research results provided under this Agreement or otherwise under the terms of this Agreement. Honeywell agrees to release University and its employees and agents from, and agrees to be responsible for, any and all costs, damages and expenses, including attorney’s fees, arising from any claims, damages, and liabilities for property damage or for personal injury asserted by third parties which are not due to the negligence of University and arising from Honeywell’s use of said results. Honeywell agrees to release University its employees, agents or students from, and agrees to be responsible for, any and all costs, damages and expenses, including attorney’s fees, arising from any claims, damages, and liabilities for property damage or for personal injury asserted by third parties which are not due to the negligence of University, its employees, agents or students, and arising from Honeywell’s use of said results.

1. **Insurance**

To the extent permitted by law, University will maintain and carry insurance which includes, but is not limited to, general third party liability in sum no less than CZK30 million covering the whole world and product liability in a sum no less than CZK5 million covering Europe, Workers’ Compensation insurance as required by any applicable law or regulation and in accordance with the laws of the state, territory or province having jurisdiction over University’s employees, and employer’s liability. If Deliverables will be designed for use on or in connection with aircraft and/or an aircraft (including, but not limited to, missiles, spacecraft, launch vehicles, lighter-than-air vehicles, remotely piloted vehicles and ground support or control equipment used therewith) is utilized in the scope of the Agreement, University will maintain aviation liability insurance, inclusive of products liability, grounding, contractual, and war liability coverage, in a sum no less than required by any applicable laws, in particular the EU Regulation No. 785/2004 as amended.  University will also maintain “all risk” property insurance (covering all property at full replacement value) for property which is subject to the Honeywell Property clause herein.  Such insurances will be maintained with insurers that have an AM Bests rating of no less than A- or equivalent.  University will furnish certificates of insurance from its carrier(s) on the foregoing coverages, which will provide that such coverage will not be changed without thirty (30) days advance written notification to Honeywell from the carrier(s).  The amount of insurance carried in compliance with the above requirements is not to be construed as either a limitation on or satisfaction of the indemnification obligation in this Agreement.

1. **Termination**

This Agreement and Project funded hereunder may be terminated by either Party without reason with at least 60 days prior written Notice.

Honeywell can also terminate this Agreement immediately, if:

(i) any of the Gate reviews is not successful and Deliverables presented are not accepted by Honeywell, and/or

(ii) an agreement on 2019 - Q1 2020 Workplan is not achieved between the Parties till the end of July 2019.

Any such termination will be without liability to Honeywell except for completed Deliverables delivered and accepted by Honeywell.

University can terminate this Agreement immediately, if:

(i) Honeywell fails to provide a reasonable cooperation needed for performance of tasks from this Agreement.

(ii) Honeywell is delayed with a payment under this Agreement more than 30 days.

Termination of this Agreement shall not affect the validity of any licenses granted to Honeywell under this Agreement.

1. **Indemnification**

To the extent permitted by law a Party will, at its expense, defend and indemnify other Party and its subsidiaries, Affiliates, and agents, and their respective officers, directors, shareholders, employees, and customers (collectively “Indemnitee(s)”) for the Deliverables performed or provided under this Agreement from and against any and all loss, cost, damage, claim, or liability, including reasonable attorney and professional fees and costs, and the cost of settlement, compromise, judgment, or verdict incurred by or demanded of an Indemnitee arising out of, resulting from or occurring in connection with, Party's negligence, willful misconduct, or breach of the terms of this Agreement (including, without limitation, a willful refusal to perform obligations under this Agreement that remains uncured for thirty days after date of Notice), patent, copyright, or trademark infringement; unlawful disclosure, use, or misappropriation of a trade secret; or violation of any other third-party intellectual property right, and from expenses incurred by Indemnitee in defense of such suit, claim, or proceeding if the impacted Party does not undertake the defense thereof. Indemnitee may participate in the defense or negotiations to protect its interests. Party will not enter into any settlement or compromise without other Party’s prior written consent, which will not be unreasonably withheld.

1. **Applicable Law and Forum**

The construction, interpretation and performance hereof and all transactions hereunder will be governed by the laws of the Czech Republic, without regard to or application of its principles or laws regarding conflicts of laws, and excluding the United Nations Convention on the International Sale of Goods of 1980 (and any amendments or successors thereto).

1. **Compliance with Laws and Integrity**

The Parties agree to comply with all laws, regulations and ordinances. To the extent allowed by law University will comply with Honeywell Supplier Code of Business Conduct in performing this Agreement. A copy of the Code may be obtained at <http://hwll.co/CodeOfConduct>. University agrees to abide by and maintain an integrity and compliance program that encompasses at a minimum the standards of business conduct set forth in the Code and that effectively prevents and corrects ethical violations and maintains compliance with laws.

1. **Disputes**

If any dispute arises out of or relates to this Agreement, including the breach, termination or validity thereof, the Parties will attempt to resolve the dispute amicably by designating senior managers who will meet within 30 days of other Party’s written request for resolution. The Parties will use commercially reasonable efforts to resolve any such dispute. If the Parties’ senior managers do not resolve the disputes within 60 days of first written request, either Party may litigate any such dispute before any court of competent jurisdiction agreed to by the Parties in the Applicable Law provision. University covenants to continue to perform obligations under this Agreement during efforts to resolve disputes, including the timeframe from when the dispute is first identified to the point when the dispute is ultimately resolved. Either Party may also seek from any court of competent jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that Party.

1. **Publicity**

Neither Party will use the name or marks or refer to or identify the other Party in any advertising or publicity releases or promotional or marketing materials, unless agreed otherwise. Furthermore, University will not claim or suggest, implicitly or explicitly, that Honeywell's use of its services or Deliverables constitutes Honeywell's endorsement of its services or Deliverables. University will be entitled to use Honeywell's name where it is required to do so by applicable law. University may also use Honeywell's name and logo in its standard promotional materials to refer to the cooperation between the Parties in general, for example among other partners of the University.

1. **Assignment**

Both Parties may assign this Agreement or any of its rights or obligations under this Agreement, in whole or in part, to any of its subsidiaries or Affiliates, without the other Party’s consent and upon written Notice to the other Party.

1. **Modifications**

No change to or modification of this Agreement or its attachments will be binding unless in writing, specifically identifying that it amends this Agreement, and is signed or approved electronically by both Parties’ Authorized Representative.

1. **Relationship of the Parties**

The Parties acknowledge that they are independent contractors and no other relationship, including without limitation partnership, joint venture, employment, franchise, master/servant or principal/agent is intended by this Agreement. Neither Party has the right to bind or obligate the other.

1. **Waiver**

The failure or delay of either Party to enforce at any time any of the provisions of this Agreement will not be construed to be a continuing waiver of those provisions, nor will any failure or delay prejudice the right of the Party to take any action in the future to enforce any provision. No waiver from Honeywell is effective unless expressly set forth in writing and signed by Honeywell.

1. **Survival**

The provisions of this Agreement which by their nature should apply beyond their terms will remain in force after any expiration or termination of this Agreement include, but not limited to: Assignment, Applicable Law and Forum, Compliance with Laws and Integrity, Confidentiality, Indemnification, Intellectual Property Indemnification, Insurance, Publicity, Survival, Technology and Intellectual Property Rights, and Warranty provisions survive any expiration or termination of this Agreement.

1. **Entire Agreement**

This Agreement contains the entire agreement between the Parties and supersedes and replaces any prior or inconsistent agreements, negotiations, representations or promises, written or oral, between the Parties respecting the subject matter of this Agreement. Neither Party has relied on any promises, inducements nor representations by the other, except those expressly stated in this Agreement.

**Attachments**

Attachment 1 - Research Project Specification and SOW

|  |  |
| --- | --- |
| IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in English by their duly Authorized Representatives. | |
| **Honeywell International s.r.o.** | **Brno University of Technology**  **Faculty of Information Technology** |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: **Dr. Oliver Stucky, PhD.**  Title: VP & GM HTS CZ  Date: 16th April 2019 | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: **prof. Dr. Ing. Pavel Zemčík**  Title: Dean  Date: 16th April 2019 |

**ATTACHMENT 1**

**RESEARCH PROJECT SPECIFICATION AND SOW**

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