

**ZF Engineering Plzeň s.r.o.**

and

**Západočeská univerzita v Plzni  
Faculty of Electrical Engineering**

**FRAMEWORK COLLABORATION AGREEMENT**

**ZF Engineering Plzeň s.r.o.**

ID No. 26343398

with its registered seat at Univerzitní 1159/53, Skvrňany, 301 00 Plzeň  
registered in the Commercial Register maintained by the District Court in Pilsen,  
file No. C 14207

(hereinafter "ZF")

and

**Západočeská univerzita v Plzni** (*in English: University of West Bohemia*)

Faculty of Electrical Engineering

ID No. 49777513

with its registered seat at Univerzitní 2732/8, 301 00, Plzeň - Jižní Předměstí

(hereinafter the "**University**")

(ZF and the University hereinafter together the "**Parties**" and each separately a "**Party**")

entered on the day specified below pursuant to Section 1746(2) of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter the "**Civil Code**"), to this framework collaboration agreement.

**WHEREAS:**

- (A) ZF forms a part of ZF Group who is a global leader in driveline and chassis technology as well as active and passive safety technology. x
- (B) the University, Faculty of Electrical Engineering provides education in bachelor and master program Electrical Engineering and Informatics and doctoral study programs Electrical Power Engineering and Electrical Engineering and Informatics. Regionální inovační centrum elektrotechniky ("**RICE**", *Regional Innovation Centre for Electrical Engineering*), is recognized also for its research and development capability, highly trained personnel and R&D facilities;
- (C) the Parties are committed to identifying opportunities for mutual collaboration in the area of research, development and innovation in order to achieve effective knowledge transfer between academia and the ZF's area of activity.
- (D) ZF is willing to purchase and the University is willing to provide consulting services as specified from time to time by ZF in statement of works and related purchase orders;
- (E) ZF and the University are further interested in entering together into collaborative research projects of mutual interest with the purpose of developing in such research projects technologies and products of common interest with the possibility to apply for public funded projects as consortium partners;
- (F) The Parties intend to support and strengthen the student research activities of the University students in the fields of electrical engineering and projects led by Faculty of Electrical Engineering.

NOW THEREFORE, in consideration of the benefit to each of them, ZF and the University agree as follows:

**1. DEFINITIONS**

- 1.1. "Agreement"** means this framework collaboration agreement, together with all Schedules, Exhibits, executed POs and RPSs and executed Donation Agreements and Funding Agreements.

- 1.2. **“Deliverables”** means any report, code, scripts or software (including in both object or source code forms), audio or visual material, modules, content, documentation or other material or deliverables of any type provided by one Party to the other Party in connection with the Services or Projects.
- 1.3. **“Effective Day”** means the day of publication of this Agreement in accordance to Section 19.4 intra.
- 1.4. **“Intellectual Property Rights”** means any and all right, title and interest in and to any and all patents, rights to inventions, rights in computer software, trademark rights, service mark rights, trade dress rights, copyright and related rights, rights in goodwill or to sue for passing-off, moral rights, database rights, design rights, mask work rights, know-how rights, confidentiality rights, trade secret rights, and any other intellectual proprietary rights of any type in each case whether registered or unregistered and including any rights to apply for any applications, continuations, or other registrations with respect to any of the foregoing, and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- 1.5. **“Personnel”** means a Party’s employees, consultants, contractors, subcontractors, professional advisors and agents including in case of University’s Personnel its students participating in the provision of services under the respective POs or RPS.
- 1.6. **“PO”** means purchase order as per Section 2.1 hereof.
- 1.7. **“Pre-Existing Intellectual Property Rights”** means any Intellectual Property Rights of ZF and/or of University that have already been conceived or developed by either Party before the University renders any Services under this Agreement as set out in the applicable PO or before the Parties commence a collaboration on any Project under this Agreement as set out in the applicable RPS.
- 1.8. **“Result”** means any result of the cooperation of the Parties hereunder, whether it can be registered by any Intellectual Property Right or not.
- 1.9. **“Foreground Intellectual Property Rights”** means any Intellectual Property Rights in the Results or Deliverables generated as a result of the cooperation of the Parties hereunder.
- 1.10. **“RPS”** means research project specification as per Section 3.1 hereof.
- 1.11. **“Open source software”** being any open source, community or other free code or libraries of any type, including any code which is made generally available on the internet without charge.
- 1.12. **“Donation”** has the meaning given to it in Section 4.1 hereof.
- 1.13. **“Donation Agreement”** has the meaning given to it in Section 4.1 hereof.
- 1.14. **“Funding”** has the meaning given to it in Section 4.3 hereof
- 1.15. **“Funding Agreement”** has the meaning given to it in Section 4.3 hereof.

## 2. PROVISION OF SERVICES

- 2.1. **Scope of Services.** The University shall provide various professional consultancy services to ZF, especially feasibility studies, diagnostics, testing, prototyping work and other engineering activities, as individually contracted for by one or more separately issued purchase orders (each, a **“PO”**) in the form attached hereto as Exhibit A (Form of Purchase Order) (the **“Services”**). Each PO shall incorporate the terms and conditions of this Agreement by reference.

- 2.2. Performance.** The University shall perform the Services in a prompt manner and provide each Deliverable no later than the delivery dates specified in the applicable PO.
- 2.3. Price of Services.** As consideration for the Services, ZF shall pay the University the price specified in each PO. The University shall not invoice ZF until ZF's acceptance of the Services or respective Deliverables (as applicable) in accordance with the payment schedule set forth in the applicable PO.

### **3. RESEARCH PROJECTS COLLABORATION**

- 3.1. Research Projects.** The Parties undertake to collaborate on various research projects [as specified in the Framework for State aid for research and development and innovation (2014/C 198/01) section 2.2.2.] as individually contracted for by one or more separately issued research project specifications (each, a "**RPS**") in the form attached hereto as Exhibit B (Form of Research Project Specification) (each, a "**Project**"). The Parties shall use all their efforts and attempt so that a RPS proposed by one Party is agreed by the other Party within 2 weeks from the date on which that Party has provided the other Party with the proposed RPS. If such agreement is reached then the proposed RPS shall incorporate the terms and conditions of this Agreement by reference.
- 3.2. RPS.** The RPS shall include, at a minimum, the name(s) of the principal investigator(s), a scope of work, the period of performance and schedule of the Project (the "**Schedule**") defining milestones (each, a "**Milestone**"), a budget, the proposed exchanges of Personnel between ZF and the University (if any), the Deliverables and such other terms and conditions as may be necessary.
- 3.3. Research Funding.** The budget for each Project agreed in the respective RPS shall set forth Party's financial obligations to the other Party for such Project. The Parties shall use best efforts to perform the Project within the agreed budget.
- 3.4. Projects with Governmental Funding.** Should the Project be even partially funded from the governmental or any other public resources the Parties undertake to fully cooperate during the application procedure, comply with all related regulations, and fulfil all respective duties.
- 3.5. ZF Personnel.** ZF may send one or more of its Personnel, as identified in the RPS, as a visiting scientist to work in University's facilities under the agreement in the RPS. Such visiting scientist shall remain employee of ZF and will be treated as such in terms of salary, worker's compensation, taxes, employee benefits and obligations. ZF shall assume full financial responsibility for its visiting scientists unless agreed otherwise in the RPS.
- 3.6. Additional Research.** The Parties agree that if on completion of any Project, it desires to conduct additional research on a completed Project on its own account or for a third party, x. The terms of this Agreement shall similarly apply to the additional research which shall be treated as a new RPS.

### **4. DONATION, EDUCATION ACTIVITIES SPONSORSHIP**

- 4.1. ZF's Donation.** In relation to this Section 4, ZF agrees to provide the University with a donation to support the educational activities of the University ("**Donation**"). The Parties agree that the Donation for the calendar year starting with calendar year 2020 will be of 1,970,000 CZK. The Donation is to be paid within 60 days after a separate agreement concerning the Donation for the relevant calendar year has been executed in the form attached hereto as Exhibit C (Form of Donation Agreement) ("**Donation Agreement**") and the University has provided ZF with the relevant invoice for paying of the Donation (the invoice has to be delivered to the email address xx). Each Donation Agreement shall incorporate the terms and conditions of this Agreement by reference. If Donation Agreement

for 2020 and the following years has not been executed for any reason till the end of the March, the University is authorized to provide ZF with the relevant invoice for paying of the Donation for the calendar year.

- 4.2. Use of the Donation.** The University hereby commits that the Donation will be used mainly to cover scholarships for students working on below defined topics, material costs and other personnel and indirect costs (including used infrastructure) related to the below defined topics. It will also be used for development of modern infrastructure, instrumentation and necessary equipment including software for high-quality education of electrical engineering and information technology at the University. The University shall deliver to ZF till the end of March of the following calendar year the details on spending the Donation in past year.
- 4.3. ZF's Funding.** In relation to this Section 4, ZF agrees to pay to the University a contribution to sponsor education activities ("**Funding**"). The Parties agree that the Funding for the calendar year starting with calendar year 2020 will be of CZK 30.000,- .The Funding is to be paid within 60 days after a separate agreement concerning the Funding for the relevant calendar year has been executed in the form attached hereto as Exhibit D (Form of Funding Agreement) ("**Funding Agreement**") and the University has provided ZF with the relevant invoice for paying of the Funding (the invoice has to be delivered to the email address xx). Each Funding Agreement shall incorporate the terms and conditions of this Agreement by reference. If Funding Agreement for 2020 and the following years has not been executed for any reason till the end of the March, the University is authorized to provide ZF with the relevant invoice for paying of the Funding for the calendar year.
- 4.4. Studied topics.** When the University received the Funding, the University will promote topics proposed by ZF and consented by the University to the students in bachelor, master and PhD study programs unless agreed otherwise in the Funding Agreement. The topics will be employed in student projects, master and PhD theses. ZF shall communicate the degree topics to the University no later than end of March for both student projects and master theses and no later than end of October for PhD theses for the following academic year.
- 4.5. Use of the Funding.** The University hereby commits that the Funding will be used mainly to presenting ZF as a strategic partner including displaying ZF logo in the premises of the University accessible for the students, invitation of ZF experts to classes relevant for electronics and automotive development, distribution of information about joined ZF & RICE events to the students of the University by email and social media The University shall deliver to ZF till the end of March of the following calendar year the details on spending the Funding in the past year.
- 4.6. Other.** In addition to the Funding, ZF will support the University with topics definitions. ZF will also provide students and academic staff of the University with technical expertise for example by providing, at ZF's sole discretion, material, instrumentation, data, knowledge, special infrastructure or other equipment including software tools, a trainee programs for the academic staff of the University or by participating in the lectures and courses for the students.

## **5. PRE-EXISTING INTELLECTUAL PROPERTY RIGHTS**

- 5.1. No Transfer of Pre-Existing Intellectual Property Rights.** No ownership or right to use of any Pre-Existing Intellectual Property Rights of the Parties is transferred or granted to the other Party, unless otherwise explicitly provided in this Agreement or otherwise agreed in writing between the Parties under terms to be negotiated between the Parties.
- 5.2. License within the Services.** The University shall grant ZF a worldwide, non-exclusive, royalty-free, fully paid-up, fully transferable, perpetual, irrevocable right and license (with the right to sublicense through multiple tiers of sublicenses) to make, sell, use, import, export,

execute, exploit, reproduce, distribute, modify, adapt, repair, reconstruct, publicly display, publicly perform, make derivative works of, and disclose any Pre-Existing Intellectual Property Rights incorporated into, embodied in or provided with any Result or Deliverable resulting from the Services in connection with ZF's use or exploitation of such Result, Deliverable and the Services and as otherwise necessary to enable ZF to exercise all of the rights assigned to ZF under this Agreement, and to have any of the foregoing rights exercised on ZF's behalf.

**5.3. Requirement to Obtain Consent within the Projects.** The University shall not incorporate into, embody in or provide with any Deliverable or Results any Pre-Existing Intellectual Property Rights, unless the University has specifically identified such Pre-Existing Intellectual Property Rights in the applicable RPS or otherwise obtained ZF's prior written consent. Should the Pre-Existing Intellectual Property Right of the University be potentially incorporated into any Deliverable or the Results of a Project, the University shall identify such Pre-Existing Intellectual Property Right at the beginning of a Project in the RPS (if possible) or as soon as the University becomes aware of such potential incorporation.

**5.4. Licence within the Projects.** Upon requesting consent to incorporate any Pre-Existing Intellectual Property Right of the University into the Results or Deliverables, the University shall identify in the RPS an anticipated royalty rate or amount for ZF to receive a worldwide, non-exclusive, unlimited license for the commercial use of such Pre-Existing Intellectual Property Right. ZF has the right to reject such anticipated royalty and/or reject the incorporation of such Pre-Existing Intellectual Property Right of the University into the Results or Deliverables of the Project. Any University's Pre-Existing Intellectual Property Rights owned or partially owned by the University, identified in the RPS and related to any Deliverable, and/or Result shall be licensed, if necessary, to ZF for commercial use under a separate agreement negotiated in good faith under fair and reasonable market terms aligned with royalties typically paid for similar Intellectual Property Rights in the automotive or related industries.

**5.5.** The RPS for the project shall also provide to ZF a royalty-free, worldwide, non-exclusive development license in Pre-Existing Intellectual Property Rights owned or partially owned by the University identified in the RPS and related to a Deliverable(s), and/or Result(s) for a period to be agreed to by the Parties for testing, evaluation, demonstration, and other activities before potential commercial use. In the event that the Parties do not agree to or do not specify in the RPS a period for the development license, the period for the development license shall be xx.**License within the Project without obtaining Consent.** The University agrees to grant to ZF a worldwide, non-exclusive, royalty-free, unlimited license under any Pre-Existing Intellectual Property Rights included by the University in the Results or Deliverables without obtaining prior consent from ZF.

**5.6. Special Provisions Regarding Open Source Software.** The Party shall not incorporate into any Deliverable any Open Source Software license which imposes any obligations or restriction with respect to other Party's Intellectual Property Rights (including any licenses which require any party which uses, modifies or distributes the licensed code to make such code (or modification or derivative work thereof) or any other code which may be combined with or linked to such code available in source code form to the public and/or creates a chain of freedom to use the software without payment).

## **6. FOREGROUND INTELLECTUAL PROPERTY RIGHTS**

**6.1. Ownership and Prosecution Resulting From Services.** x

**6.2. Ownership and Prosecution Resulting From a Project.** All Foreground Intellectual Property Rights resulting from a Project shall be the sole and exclusive property of the Party whose employee created the specific Result or Deliverable. In the case that such Foreground

Intellectual Property is jointly developed by the Parties, the Parties shall enter into a separate agreement setting forth the ownership, rights of use, management, prosecution, maintenance costs, expenses and other terms for such Foreground Intellectual Property Rights.

**6.3. License to ZF for Foreground Intellectual Property Rights Resulting from a Project without Public or University subsidy/funding. x**

**6.4. License to ZF for Foreground Intellectual Property Rights Resulting from a Project with Public or University subsidy/funding. x**

**6.5. Licence to the University. xx**

**6.6. Unrelated future Intellectual Property Rights.** For the sake of clarity, this Agreement does not affect the ownership or right of use of any Intellectual Property Rights that will be conceived or developed by either Party outside the collaboration under this Agreement.

## **7. OWNERSHIP OF DELIVERABLES**

**7.1. Ownership of Deliverables and/or Results Created or Resulting from the Services and Projects fully funded by ZF.** The University agrees that all Deliverables and/or Result will be the sole and exclusive property of ZF. To the extent that any such ownership rights do not automatically vest in ZF, the University shall and hereby does irrevocably assign to ZF all right, title and interest in and to the Deliverables and/or Results. If such Deliverable and/or Results contains any Intellectual Property Rights, the ownership, use and prosecution is settled as agreed in the Section 6 above.

**7.2. Ownership of Deliverables Created as Result of the Project with the Public subsidy and/or University funding.** Unless agreed otherwise in the respective RPS, all Deliverables resulting from the Project will be the sole and exclusive property of the Party which achieved the Result or Deliverable. Unless otherwise agreed to by the Parties, the University shall grant a royalty-free worldwide, nonexclusive license for a period of two years from the conclusion of the project for ZF to possess and use the Result or Deliverables owned by University for testing, evaluation, demonstration, and other activities before potential commercial use. If such a Deliverable(s) and/or Result(s) contains any Intellectual Property Rights, the ownership, use and prosecution is settled as agreed in the Section 6 above.

## **8. CONFLICTS AND PRECEDENCE OF DOCUMENTS**

**8.1. Conflicts.** The contract between the Parties consists of the following documents in the following order of precedence: (a) this Agreement; and (b) each PO and/or RPS and/or Donation Agreement and/or Funding Agreement; and any express conflicts between such documents shall be resolved in such order of priority. Notwithstanding the foregoing, if document A contains certain terms and conditions, and document B does not contain those terms and conditions, the documents shall not be deemed to conflict, and the additional terms and conditions contained in document A, to the extent applicable to document B, shall also apply to document B.

**8.2. Changes to Services and Projects.** Either Party may request a change in the Services or Project or other aspect(s) of a PO or RPS. The Parties will meet promptly to discuss the proposed change, but they will not implement the change unless and until both Parties have agreed in writing any such amendment to the relevant PO or RPS, or if necessary, this Agreement.

**8.3. Amendments and ZF Policies.** Neither this Agreement nor any of the documents referred to in this Agreement may be amended except by an agreement signed by authorized representatives of both Parties referring specifically to this Agreement, the PO, the RPS or other document to be amended. Notwithstanding the foregoing, any ZF policies, handbooks, guidelines or procedures (collectively, "**ZF Policies**") referenced in this Agreement may be updated by ZF from time-to-time in its sole discretion. No form of purchase order, purchase order acknowledgment, sign-in instructions, website or online service terms of use, software license or terms of use or other document or terms from either Party not expressly referred to in this Agreement will have any effect unless in writing and signed by both Parties.

## **9. EHS AND CONDUCT**

**9.1. ZF Premises.** For activities performed under the Agreement at ZF's premises, the University (and its Personnel) must:

9.1.1. Take all required precautions relating to environmental, health and safety ("**EHS**") with respect to the Services and Projects, including compliance with all applicable legal requirements, ZF's Safety Policy and EHS Handbook and any additional site, project, or other specific health and safety requirements and protocols specified by ZF ("**ZF's EHS Requirements**", all of which are incorporated by reference herein).

9.1.2. In the event that the University fails to comply with ZF's EHS Requirements, ZF reserves the right to require the University to stop the activities and remove its Personnel from the ZF's premises until the University has taken such corrective actions as reasonably required by ZF. The University shall be solely responsible for all costs, liabilities and claims associated with such stoppage, and shall not charge ZF for any resulting stoppages. The rights and remedies of ZF in this Section are in addition to, and not in lieu of, ZF's other rights and remedies hereunder (including termination).

**9.2. University's Premises.** For activities performed under the Agreement at University's premises, the University must inform ZF and ZF's Personnel about its EHS Requirements and ZF and ZF's Personnel shall comply with University's EHS Requirements.

9.2.1. In the event that ZF fails to comply with the **University's EHS Requirements**, the University reserves the right to require ZF to stop the activities and remove its Personnel from the University's premises until ZF has taken such corrective actions as reasonably required by the University. ZF shall be solely responsible for all costs, liabilities and claims associated with such stoppage, and shall not charge the University for any resulting stoppages. The rights and remedies of the University in this Section are in addition to, and not in lieu of, the University's other rights and remedies hereunder (including termination).

**9.3. Code of Conduct.** At all times throughout the duration of this Agreement, the University shall, and shall require its Personnel to, comply with ZF's Supplier Code of Conduct (available at [https://www.zf.com/master/media/corporate/m\\_zf\\_com/company/corporate\\_governance/compliance/zf\\_bpc\\_en\\_2016.pdf](https://www.zf.com/master/media/corporate/m_zf_com/company/corporate_governance/compliance/zf_bpc_en_2016.pdf), and incorporated herein by reference). The University also agrees to observe ZF's working hours, work rules and holiday schedule (all incorporated herein by reference) when performing activities under the Agreement on ZF's premises. ZF also agrees to observe University's working hours, work rules and holiday schedule when performing activities under the Agreement on University's premises. At all times throughout the duration of this Agreement, ZF shall, and shall require its Personnel to, comply with University's Supplier Code of Conduct (available at <https://zcu.cz/export/sites/zcu/media/about/important-documents/vdokumenty/kodex.pdf>, and incorporated herein by reference).



## 10. REPRESENTATIONS AND WARRANTIES

### 10.1. The University represents and warrants to ZF that:

- 10.1.1. **Due Authority.** It has the full right, power and authority to enter into and perform this Agreement without the consent of any third party and its performance under this Agreement will not: (a) conflict with, result in any violation or breach of, or constitute a default under any term or provision of any lease, license, contract or other instrument to which the University is a party or by which any of its properties or assets are or may be bound; or (b) violate any order, writ, injunction, decree, statute, rule or regulation applicable to the University.
- 10.1.2. **Qualified Personnel.** It shall select appropriately trained and skilled Personnel to perform the activities hereunder and will monitor their performance and as reasonably necessary, replace Personnel who do not possess the requisite qualifications to perform the tasks assigned to them.
- 10.1.3. **Standard of Performance.** It shall perform the activities hereunder in a timely, professional and workmanlike manner and with a degree of quality equal to or higher than applicable industry standards for similar activities. In addition, all Services (including each Deliverable) shall conform in all material respects with the specifications in the applicable PO or otherwise agreed upon by ZF and the University. All activities related to the Project (including each Deliverable) shall conform in all material respects with the specifications in the applicable RPS or otherwise agreed upon by the Parties.
- 10.1.4. **Viruses.** The Deliverables shall be free of any: (a) viruses, worms, time bombs, Trojan horses or other harmful, malicious or destructive code; (b) software disabling devices, time-out devices, counter devices and devices intended to collect data regarding usage of the software without the knowledge of ZF; and (c) Open Source Software, except as expressly authorized by ZF in writing.
- 10.1.5. **Intellectual Property Rights.** Each Result or Deliverable produced by the University is and will be an original work of the University, except for any Pre-Existing Intellectual Property incorporated therein as approved hereunder. Neither the Services (including the Deliverables) or activities of the University related to the Project nor any element thereof will: (a) infringe or misappropriate the Intellectual Property Rights of any third party; or (b) be subject to any restrictions or to any mortgages, liens, pledges, security interests, encumbrances or encroachments. Furthermore, there are no pending claims and the University is not aware of any threatened claims, suits, actions or charges pertaining to the Services (including the Deliverables) or activities of the University related to the Project. The University shall notify ZF immediately if it becomes aware of any actual or threatened claims, suits, actions, allegations or charges that could affect either Party's ability to fully perform its duties or to exercise its rights under this Agreement.
- 10.1.6. **Corrections.** The University shall correct any non-conformity, defect or malfunction in a Service, including a Deliverable, (each, a "Defect") promptly following the earlier of the University's discovery of any such Defect or notice by ZF.
- 10.1.7. **No Remote Access or Disablement.** It shall not include in any portion of any Services (including the Deliverables) or Project (including the Deliverables) any device or mechanism which would permit University or any third party to interfere,

in whole or in part, with or allow University or any third party to access (except as otherwise expressly authorized by the ZF) any ZF System.

**10.2.** ZF represents and warrants to the University that:

- 10.2.1. **Due Authority.** It has the full right, power and authority to enter into and perform this Agreement without the consent of any third party and its performance under this Agreement will not: (a) conflict with, result in any violation or breach of, or constitute a default under any term or provision of any lease, license, contract or other instrument to which ZF is a party or by which any of its properties or assets are or may be bound; or (b) violate any order, writ, injunction, decree, statute, rule or regulation applicable to ZF.
- 10.2.2. **Qualified Personnel.** It shall select appropriately trained and skilled Personnel to perform the activities hereunder and will monitor their performance and as reasonably necessary, replace Personnel who do not possess the requisite qualifications to perform the tasks assigned to them.
- 10.2.3. **Standard of Performance.** It shall perform the activities hereunder in a timely, professional and workmanlike manner and with a degree of quality equal to or higher than applicable industry standards for similar activities. In addition, all activities related to the Project (including each Deliverable) shall conform in all material respects with the specifications in the applicable RPS or otherwise agreed upon by the Parties.
- 10.2.4. **Viruses.** The Deliverables shall be free of any: (a) viruses, worms, time bombs, Trojan horses or other harmful, malicious or destructive code; (b) software disabling devices, time-out devices, counter devices and devices intended to collect data regarding usage of the software without the knowledge of the University.
- 10.2.5. **No Remote Access or Disablement.** It shall not include in any portion of any Services (including the Deliverables) or Project (including the Deliverables) any device or mechanism which would permit ZF or any third party to interfere, in whole or in part, with or allow ZF or any third party to access (except as otherwise expressly authorized by the University) any University System.

**10.3. Warranty Disclaimer.** Except for warranties set forth in this Agreement, each Party expressly disclaims to the fullest extent permitted by applicable law any and all other warranties of any kind or nature whether expressed or implied including without limitation the implied warranties of merchantability and fitness for a particular purpose. For avoidance of doubt, Parties make no representations or warranties regarding the marketability, use or fitness for any particular purpose of the Results.

**11. FINANCIAL TERMS**

**11.1. Fees and Payment.** Unless otherwise specified in a PO or RPS, the Party with the right for pecuniary consideration shall invoice the other Party in Czech korunas (CZK) and the other Party shall pay any such invoice in Czech korunas (CZK) within sixty (60) days of receipt of a correct invoice (the "**Payment Period**").

**11.2. VAT.** The Parties declare than all payments hereunder except for the Donation are subject to value added tax. All amount and fees specified herein are without VAT and will be subject to application of the VAT if applicable.

- 11.3. Invoicing.** In the event that the Party's invoice does not contain all statutory requirements prescribed by the law for tax and accounting document, the other Party is entitled to return it for correction even repeatedly. In this case, the maturity period commences to run only from the date of delivery of the corrected invoice to the other Party.
- 11.4. Taxes.** Each Party will declare and pay all income, employment and other taxes based on its income, sales, property and Personnel. If any location in which the activities hereunder are performed requires the payment of a sales or value added tax, Party will pay all such taxes.

## **12. TERM AND TERMINATION**

- 12.1. Agreement Term.** This Agreement will become effective as of the Effective Date and, subject to earlier termination as set forth below in this Section, shall terminate after expiration of 5 (five) years.
- 12.2. PO Term.** Subject to earlier termination as set forth in this Section, each PO will commence on the PO effective date specified therein and will remain in effect for the period of time stated in the relevant PO.
- 12.3. RPS Term.** Subject to earlier termination as set forth in this Section, each RPS will commence on the RPS effective date specified therein and will remain in effect for the period of time stated in the relevant RPS.
- 12.4. Termination for Breach.** Either Party may terminate this Agreement or a PO or a RPS immediately upon written notice to the other Party without notice period: (a) if the other Party materially breaches the terms of this Agreement or an Agreement or a RPS and fails to cure such breach within sixty (60) days of receipt of a written notice from the non-breaching Party specifying the breach; or (b) upon written notice to the other Party if the other Party files or has filed against itself an insolvency petition under Act No. 182/2006 Coll., Insolvency Act; or the other Party is adjudged to be insolvent, bankrupt or is otherwise unable pay its debts when due; or an order is made or an effective resolution is passed for the winding-up of the other Party; or any distress, execution, sequestration, attachment or other process has been levied or entered upon or sued out in respect of the other Party or against any property or asset of the other Party.
- 12.5. Effect of Termination.** On termination or expiration of this Agreement or a PO (and except to the extent the PO remains in effect pursuant to Section 12.6.), each Party shall be liable to pay for Services provided up to the date of termination or expiration of this Agreement or a PO and not yet invoiced provided that such Services are performed in accordance with the terms of this Agreement and the other Party submits a correct invoice for any such fees due. Subject to the foregoing, each Party shall pay any such undisputed invoices. Termination or expiration of this Agreement or PO will not affect any accrued rights and liabilities of either Party at any time up to the date of termination or expiration.
- 12.6. Effect of Termination of Agreement on POs and RPSs.** The termination or expiration of this Agreement will not result in the cancellation of any PO or RPS whose term is still in effect, in which case such PO and RPS will remain in effect according to its terms and will continue to be controlled by the terms of this Agreement; provided however, that if a Party terminates this Agreement pursuant to Section 12.4, the terminating Party shall, upon written notice to the other Party, have the option of terminating all POs and RPSs then in effect, with such termination effective upon the termination of this Agreement.
- 12.7. Hand-Back of Party's Data.** Except Data included in any Result or Deliverable in which a Party possesses ownership or licensed rights under this Agreement, upon the termination or expiration of the Agreement (or any PO or RPS) and for a minimum period of 180 days thereafter, the Parties shall make available or otherwise provide to the other Party

all Other Party's Data as held by the Party throughout the duration of the Agreement in such electronic, readable delimited flat file format as may be requested by the other Party. "Other Party's Data" shall mean such information owned by the other Party concerning the Services or Project or any other activity performed hereunder as determined by the other Party, including any data identified as "Other Party's Data" in any applicable PO or RPS.

- 12.8. Without cause termination.** The Parties are also entitled to terminate the Agreement without cause. The notice period shall be 12 months starting from the first month of the calendar year following the year in which the proper notice was delivered to the other Party.

### **13. INDEPENDENT CONTRACTORS**

- 13.1. Independent Parties.** Each Party agrees and acknowledges that neither it nor any of its Personnel is an employee or agent of the other Party and that neither it nor any of its Personnel is authorized to act as an employee or agent of the other Party. Each Party agrees and acknowledges that it has an employer-employee or another contractual relationship with its Personnel and/or subjects working on the Project with the Party. Each Party and its Personnel shall not be entitled to any benefits offered to the other Party's Personnel.
- 13.2. Indemnity.** The Party shall perform all activities hereunder as an independent contractor, and nothing contained herein shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent or master and servant, or employer and employee between the Parties or any affiliates or subsidiaries thereof, or to provide either Party with the right, power or authority, whether express or implied, to create any such duty or obligation on behalf of the other Party.
- 13.3. Cooperation.** If a Party is notified by any government entity of Party's potential liability for any such taxes, penalties, or other liabilities relating to the other Party's Personnel, the other Party shall fully cooperate, at the other Party's expense, with Party's efforts to object to or appeal any such determination of liability or potential liability.

### **14. INSURANCE**

At all times throughout the duration of this Agreement, the Party shall maintain appropriate insurance cover with a reputable insurance company against all relevant liabilities and indemnities that may arise under this Agreement in accordance with best industry practices and procedures for maintaining insurance in connection with its operations. The University shall require the same of any subcontractor used in the performance hereunder. The Party agrees to inform the other Party about such insurance on other Party's request and undertakes that it will not do, or omit to do, anything to adversely affect either in whole or in part any of the insurance cover that it is obliged to have and maintain under this Section. Compliance with the foregoing insurance requirements does not in any way limit indemnification or limitation of liability obligations set forth in this Agreement.

### **15. LIMITATION OF LIABILITY**

- 15.1.** Nothing in this Agreement shall limit either Party's liabilities arising out of or in respect of (i) fraud, gross negligence or wilful misconduct; (ii) any other losses or liabilities which cannot be excluded or limited by applicable law; and (iii) indemnification obligations under this Agreement. The Parties hereby declare that they have sufficient opportunity to negotiate the terms of this Agreement and neither Party should be considered as a weaker party to this Agreement.

- 15.2. Subject to section 15.1, neither Party shall be liable for any loss of use, interruption of business, lost profits or any indirect, special, incidental or consequential damages of any kind regardless of the form of action whether in contract, tort (including negligence), strict product liability or otherwise, even if it has been advised of the possibility of such damages. x

## 16. CONFIDENTIAL INFORMATION

- 16.1. **Definition.** “**Confidential Information**” means all information of a secret and confidential nature disclosed by a Party (the “**Disclosing Party**”) to the other Party (the “**Receiving Party**”) or that the Receiving Party observes in the course of the performance of its obligations or the exercise of its rights under this Agreement, that relates to the Disclosing Party’s past, present and/or future products, services and technology, research and development, finances and/or other business activities and all Personal Data (as defined below). All information obtained by the University while at any ZF facility will be considered to be Confidential Information belonging to ZF. Also all information obtained by ZF while at any of the University’s facility will be considered to be Confidential Information belonging to the University.
- 16.2. **Non-Disclosure and Non-Use.** The Receiving Party may only use the Disclosing Party’s Confidential Information to the extent necessary to perform its obligations or exercise its rights under this Agreement. The Receiving Party will otherwise treat the Confidential Information of the Disclosing Party as confidential, and will not divulge it, directly or indirectly, to any person, firm, corporation, association or entity; provided that the Receiving Party may divulge such Confidential Information to its Personnel and/or affiliated persons belonging to ZF Group only to the extent necessary for the performance of its obligations or the exercise of its rights under this Agreement; provided further that the Disclosing Party shall have required each of such Personnel to keep it confidential and to only use it as permitted above, in each case by written terms no less protective of the Disclosing Party than the terms of this Section (and to the broadest extent permitted by the applicable law).
- 16.3. **Exceptions.** Information will not be considered Confidential Information to the extent that: (a) such information is or becomes publicly available without any breach of this Agreement; (b) the Receiving Party rightfully received such information from third parties without accompanying secrecy obligations; (c) the Receiving Party independently developed such information without use of, or reference to, the Disclosing Party’s Confidential Information; (d) such information was already in the Receiving Party’s possession without any obligation of non-disclosure before being revealed by the Disclosing Party; or (e) the Disclosing Party gives prior written approval for the public release of such information by the Receiving Party.
- 16.4. **Disclosures Required by Law.** The Receiving Party may disclose the Disclosing Party’s Confidential Information to the extent required by law or order of a court or governmental agency, as long as the Receiving Party (to the extent legally permissible) promptly informs the Disclosing Party of the disclosure requirement so that the Disclosing Party may seek a protective order or other appropriate remedy to abrogate or restrict the scope of such order or other requirement.
- 16.5. **No License.** Except as expressly provided herein, no right or license whatsoever is granted by either Party to the other Party pursuant to this Agreement under any Intellectual Property Rights now or hereafter owned or controlled by the other Party; there are no implied rights. Each Party continues to own all right, title and interest (including all Intellectual Property Rights) in and to its Confidential Information, including in the case of ZF’s Confidential Information, any modifications or derivative works thereof created in connection with the Services.

**16.6. Personal Data.** In providing activities hereunder, each Party may have access to one or more of the other Party's databases, applications, reports, documents and/or other information in hardcopy or electronic form that contain or process data relating to identified or identifiable individuals ("Personal Data"). Such individuals may include ZF's or the University's employees, temporary workers, contractors, consultants, students, customers, end-users or other business partners. Each Party acknowledges and agrees that Personal Data, in whatever form, is of a very sensitive nature, and hereby undertakes to treat Personal Data as strictly confidential and to use it only within the limits expressly authorized by the other Party and in accordance with applicable law, rules and regulations, including those applicable to privacy and data protection. No Party shall not transmit Personal Data from one country to another country without the other Party's express prior written consent, such consent shall not to be unreasonably withheld. Each Party shall ensure that its Personnel is trained and committed to protect the other Party's personal data that they have access to and to process it only for the authorized purpose of providing the activities under this Agreement. In the event of a Security Breach (as defined below), the responsible Party shall (a) take immediate steps to remedy the breach at its sole cost and expense in accordance with individual privacy rights and applicable law; and (b) agrees to report to the other Party any Security Breach immediately after becoming aware that such Security Breach affects the other Party's information. The other Party shall have the option to terminate this Agreement with immediate effect upon a Security Breach. For purposes of this Section a "Security Breach" shall mean any actual breach of Personal Data, but not limited to: (i) a physical trespass on a secure facility in which Personal Data is maintained; (ii) intrusion or hacking into a computing system on which Personal Data is maintained; (iii) loss or theft of a computer, mobile device, hard drive, other information storage device, or printed materials which contain Personal Data; (iv) a potential or actual use, misuse, acquisition, compromise, loss, destruction, alteration, or disclosure of, or unauthorized access to, Personal Data; or (v) any circumstance pursuant to which applicable law requires notification of such breach to be given to affected parties or other activity in response to such circumstance. Should either Party process the Personal Data of the other Party's Personnel, it shall procure that it will comply with all legal requirements, especially the 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 (General Data Protection Regulation). Parties will regulate the details by a separate agreement.

**16.7. Return of Confidential Information.** Except Confidential Information included in any Result or Deliverable in which a Party possesses ownership or licensed rights under this Agreement, upon the earlier request of the Disclosing Party or upon the termination or expiration of this Agreement, the Receiving Party shall destroy all Confidential Information or return all Confidential Information to the Disclosing Party and, if requested by the Disclosing Party, shall certify such return or destruction in writing.

## **17. ACCESS TO ZF SYSTEMS AND CYBERSECURITY**

**17.1. Access.** Access, if any, to any ZF System is granted solely to allow the University to provide the Services or activities related to the Project and are limited to those specific ZF Systems, time periods and Personnel as are separately designated by ZF in writing from time-to-time. Access is subject to business control and information protection policies, standards and guidelines as may be provided by ZF. Use of any other ZF Systems and use of ZF Systems during other time periods or by Personnel not authorized by ZF is expressly prohibited. Without limiting the foregoing, the University warrants that it has adequate security measures in place to comply with the above obligations and to ensure that access granted hereunder will not impair the integrity and availability of ZF Systems.

**17.2. Cybersecurity.** The University shall during the term of this Agreement operate and maintain an information security program, including administrative, physical and technical safeguards, designed to protect against and prevent any unauthorized use, access, processing, destruction, loss, alteration or disclosure of data and other proprietary information of ZF.

## **18. INDEMNIFICATION**

**18.1. Scope.** Each Party shall defend, indemnify and hold harmless the other Party and its Personnel, successors and assigns from and against all claims, losses, liabilities, suits or actions, including court costs and reasonable attorneys' fees, (each a "**Claim**"), to the extent arising out of or resulting from any fraud, negligence or willful misconduct on the part of the Party or indemnification obligations agreed hereunder.

**18.2. Procedures.** The Party shall give the other Party prompt written notice of any Claim. The other Party shall upon receipt of notification of a Claim, promptly assume full responsibility for the defense of the Claim. In no event shall the Party settle any Claim without other Party's prior written consent to the extent such settlement admits any liability on the part of other Party.

## **19. MISCELLANEOUS**

**19.1. Non-Exclusivity.** Except has provided herein, this Agreement is a non-exclusive agreement; nothing in this Agreement shall be construed to preclude ZF or the University from executing identical or similar agreements with the third parties.

**19.2. Compliance with Laws.** Each Party agrees that, at all times throughout the duration of this Agreement, it shall comply with all applicable laws and regulations in connection with the provision of activities under this Agreement, including any applicable privacy, data protection and non-discrimination laws and regulations.

**19.3. Notices.** Any notice regarding the termination hereof or termination of the PO or RPS, must be in writing and (i) personally delivered; or (ii) sent by registered mail, postage prepaid and return receipt requested, or by reputable express delivery service (and delivery shall be deemed to take place when deposited for delivery), in each case to the addresses specified below. Unless required otherwise by either Party, any other notice, consent or request permitted or required by this Agreement may be made via email provided the other Party confirms delivery of the notice, consent or request within 3 business days. Either Party may update its address and email address for communication in accordance with this Section.

If to ZF

ZF Engineering Plzeň s.r.o.

x

Univerzitní 1159/53, Skvrňany, 301 00 Plzeň

x

and

If to the University, to:

University of West Bohemia

Faculty of Electrical Engineering

x.,

Univerzitní 26, 306 14 Plzeň, CZ

x

- 19.4. Publicity.** This Agreement is subject to publication in the register of contracts in accordance with Act. No. 340/2015 Coll., on registry of contracts (hereinafter the "**Act on the registry of contracts**") the University undertakes to publish the Agreement in register of contracts in accordance with the Act on the registry of contracts.
- 19.5. Accounting Documents** Each Party (and as applicable its Personnel) shall keep and maintain complete and accurate invoicing and related records in accordance with generally accepted accounting principles and adequate supporting documents.
- 19.6. Contract Interpretation.** In this Agreement: (a) singular words include the plural, and plural words the singular, as is required throughout; (b) the Parties have negotiated this Agreement and they agree that in the event that an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement; (c) the term "**including**" is illustrative and not limiting; (d) all references to a 'day' means a calendar day unless the term 'business day' is expressly used in a specific instance; and (e) the headings are for convenience only and shall not affect their interpretation.
- 19.7. Governing Law.** This Agreement is made under and shall be construed in accordance with Czech law and shall be governed by valid legal regulations of the Czech Republic.
- 19.8. Change of Circumstances.** Notwithstanding the provisions of Section 1765 of the Civil Code, the Parties agreed that if there is a material change of circumstances which establishes gross disproportion in the rights and obligations of the Parties, neither Party is entitled to resumption of negotiations on the Agreement. Each Party thus takes the risk of change of circumstances within the meaning of Section 1765 para. 2 of the Civil Code.
- 19.9. Contracts of adhesion.** The Parties hereby exclude the application of Sections 1799 and 1800 of the Civil Code to this Agreement and legal relationships arising out of this Agreement to the maximum extent permitted by the provisions of Section 1801 of the Civil Code.
- 19.10. Assignment.** Neither this Agreement (including any of the Services or activities within the Project to be performed under the POs or RPSs) nor any of the sums due or to become due to either Party under this Agreement or PO or RPS, shall be assigned without the other Party's express prior written consent; provided however, that notwithstanding any such consent, each Party shall remain responsible for the acts and omissions of its assignees.
- 19.11. Entire Agreement.** As of the Effective Date, this Agreement replaces all earlier communications, agreements and understandings, whether written or oral, between the Parties or their Affiliates relating to the subject matter hereof and sets forth the entire agreement and complete understanding of the parties with respect thereto.
- 19.12. Severability.** If any provision of this Agreement is held by any competent court, arbitrator or authority to be invalid or unenforceable in whole or in part, the remaining provisions of this Agreement shall not be affected and shall remain valid and enforceable to the fullest extent permissible under applicable law.
- 19.13. Prevailing Language.** This Agreement shall be governed, interpreted and construed in the English language only. Any translations that may be made into any other language shall be for convenience only and shall have no legal force or effect.
- 19.14. Survival.** The following terms shall survive the termination or expiration of this Agreement for any reason: those terms addressing confidentiality, privacy, indemnities, limitations of liability, Intellectual Property Rights, remedies, governing law and dispute



resolution and any other terms which by their nature are intended to survive such termination or expiration.

**19.15. Third Parties.** No one other than a Party to this Agreement, their successors and permitted assignees, shall have any right to enforce any of its provisions.

**19.16. Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

**19.17. Promotion.** Both Parties have the right to use each other's names and logos in any publicity material and to make any form of presentation or statement in order to promote collaboration of the Parties hereunder. The University is obliged to include ZF's logo and descriptive text on "Partners" section of the website of the University or RICE and on display boards in premises of the University.

*--- Rest of the page intentionally left blank ---*

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives as of the Effective Date.

---

**ZF Engineering Plzeň s.r.o.**

**Západočeská univerzita v Plzni**

---

**Dr. MATHIAS EICKHOFF**  
**Executive**

---

**doc. Dr. RNDr. Miroslav Holeček**  
Rector, University of West Bohemia

Date:

Date:

---

**Zdeněk Peroutka, Prof. Ing. Ph.D.**  
Dean, Faculty of Electrical Engineering,  
University of West Bohemia  
Date:

**Exhibit A**

**Form of Purchase Order**

***[This form PO is a template. To be adapted and updated for relevant project]***

**Purchase Order**

This Purchase Order (“**PO**”) is issued under, and the Services (including the Deliverables) provided hereunder, are fully subject to all of the terms and conditions of the Framework Collaboration Agreement between ZF Engineering Plzeň s. r. o. (ZF) and Západočeská univerzita v Plzni referenced below (“**Agreement**”). The Agreement is hereby fully incorporated by reference. All capitalized terms used in this PO shall have meanings ascribed to them in the Agreement.

<b>PO Number:</b>	
<b>PO Effective Date:</b>	
<b>PO Term/Expiry Date:</b>	

**General Description of Services:**

[ ]

**Milestones and Delivery Dates:**

The University and ZF Engineering Plzeň s.r.o. agree to the following Services to be provided by the University:

<b>Service/Action Item</b>	<b>Deliverable or Milestone</b>	<b>Delivery Due Date</b>

**Testing:** If ZF determines that a Deliverable is not in material conformance with the applicable specifications, this PO and the related Framework Collaboration Agreement (collectively, the “**Specifications**”), it shall so notify the University and specify the non-conformance in reasonable detail (“**Review Notice**”). If a Review Notice is sent, the University shall have sixty (60) days following receipt of such Review Notice to remedy the identified non-conformance and resubmit the Deliverable for subsequent review in accordance with this paragraph.

**Fees and Invoice Timing:**

[ ]

[ ]

**ZF Data:**

[ ]

**Acceptance criteria:**

[ ]

**Miscellaneous:**

[ ]

**[Signature Follows]**

*The parties have caused this PO to be signed by their duly authorized representatives as of the PO Effective Date.*

<b>ZF Engineering Plzeň s.r.o.</b>	<b>Západočeská univerzita v Plzni</b>
_____	_____
Date:	Date:

**Exhibit B**

**Research Project Specifications**

*[This form RPS is a template. To be adapted and updated for relevant project]*

**Research Project Specifications and Funds**

This Research Project Specification (“RPS”) is issued under, and the activities (including the Deliverables) provided hereunder, are fully subject to all of the terms and conditions of the Framework Collaboration Agreement between ZF Engineering Plzeň s.r.o. and Západočeská univerzita v Plzni referenced below (“Agreement”). The Agreement is hereby fully incorporated by reference. All capitalized terms used in this RPS shall have meanings ascribed to them in the Agreement.

<b>Background</b>	
<b>Item</b>	<b>Please complete</b>
Project Title	
Project Number	
Names and contact details of principal investigator(s)	
Name and contact details of responsible person from ZF	
Summary of requirements	
Special requirements	
Additional information	

<b>Topic / Article(s) for research</b>	
<b>Parameters</b>	<b>Please complete</b>
Description of research	
Purpose/proposed use	
Statement of work	
Period of performance	
Will prototypes be needed? When?	
Deliverables	

**Milestones and Delivery Dates:**

The University and ZF agree to the following activities to be performed:

<b>Action Item</b>	<b>Deliverable or Milestone</b>	<b>Delivery Due Date</b>	<b>Fees for the Deliverable/Milestone</b>


Support documentation, input data, material provided	
Item	Enclosed by

**Budget and Fees:**

[ ]

**Pre-Existing Intellectual Property (if any):**

[ ]

**ZF Data:**

[ ]

**Miscellaneous:**

[ ]

**[Signature Follows]**

*The parties have caused this RPS to be signed by their duly authorized representatives as of the RPS Effective Date.*

<p><b>ZF Engineering Plzeň s.r.o.</b></p>   <hr/> <p>Date:</p>	<p><b>Západočeská univerzita v Plzni</b></p>   <hr/> <p>Date:</p>
---	--

**Exhibit C**  
**Form of Donation Agreement**  
**Donation Agreement**

**ZF Engineering Plzeň s.r.o.**

ID No. 26343398

with its registered seat at Univerzitní 1159/53, Skvrňany, 301 00 Plzeň  
registered in the Commercial Register maintained by the District Court in Pilsen,  
file No. C 14207

(hereinafter "ZF")

and

**Západočeská univerzita v Plzni** (*in English: University of West Bohemia*)

Faculty of Electrical Engineering

ID No. 49777513

with its registered seat at Univerzitní 2732/8, 301 00, Plzeň - Jižní Předměstí

(hereinafter the "**University**")

(ZF and the University hereinafter together the "**Parties**" and each separately a "**Party**")

This Donation Agreement ("**DA**") is executed under the terms and conditions of the Framework Collaboration Agreement between the Parties dated [...] ("**Agreement**").

The Agreement is hereby fully incorporated by reference. All capitalized terms used in this DA shall have meanings ascribed to them in the Agreement.

<b>DA Number:</b>	
<b>Year for which the Donation is being provided</b>	
<b>Sum of Donation:</b>	

**Miscellaneous:**

[ ]

*This agreement is executed in two (2) counterparts in English language. Each Party shall be provided with one (1) counterpart.*

<b>ZF Engineering Plzeň s.r.o.</b>	<b>Západočeská univerzita v Plzni</b>
_____	_____
Date:	Date:

**Exhibit D**  
**Form of Funding Agreement**  
**Funding Agreement**

**ZF Engineering Plzeň s.r.o.**

ID No. 26343398

with its registered seat at Univerzitní 1159/53, Skvrňany, 301 00 Plzeň  
registered in the Commercial Register maintained by the District Court in Pilsen,  
file No. C 14207

(hereinafter "ZF")

and

**Západočeská univerzita v Plzni** (*in English: University of West Bohemia*)

Faculty of Electrical Engineering

ID No. 49777513

with its registered seat at Univerzitní 2732/8, 301 00, Plzeň - Jižní Předměstí

(hereinafter the "**University**")

(ZF and the University hereinafter together the "**Parties**" and each separately a "**Party**")

This Funding agreement ("**FA**") is executed under the terms and conditions of the Framework Collaboration Agreement between the Parties dated [...] ("**Agreement**").

The Agreement is hereby fully incorporated by reference. All capitalized terms used in this FA shall have meanings ascribed to them in the Agreement.

<b>FA Number:</b>	
<b>Year for which the Funding is being provided</b>	
<b>Sum of Funding:</b>	

**Miscellaneous:**

[ ]

*This agreement is executed in two (2) counterparts in English language. Each Party shall be provided with one (1) counterpart.*

<b>ZF Engineering Plzeň s.r.o.</b>	<b>Západočeská univerzita v Plzni</b>
_____	_____
Date:	Date: