

Research and Development Agreement

THIS RESEARCH AND DEVELOPMENT AGREEMENT (this "**Agreement**") is made and entered into as of [31, Jan., 2020] (the "**Effective Date**") by and between:

- 1) Gluesys, a company duly incorporated and existing under the laws of Republic of Korea and having its principal office at 5F, Panax R&D Center, 11-31, Simin-daero 327beon-gil, Dongan-gu, Anyang-si, Gyeonggi-do, Korea, hereinafter referred as GLSYS
- 2) Korea Electronics Technology Institute, a legal entity duly organized and existing under the laws of Republic of Korea and having its principal office at 25, Saenari-ro, Bundang-gu, Seongnam-si, Gyeonggi-do 13509, Korea, hereinafter referred as KETI,
- 3) Korea National Open University, a legal entity duly organized and existing under the laws of Republic of Korea and having its principal office at 86 Daehak-ro, Jongro-gu, Seoul, Republic of Korea, hereinafter referred as KNOU,
- 4) Iterait a.s., ID No. 074 05 821, a legal entity duly organized and existing under the laws of Czech Republic and having its principal office at Hybernská 5, Prague, CZECH REPUBLIC, hereinafter referred as ITER,
- 5) Brno University of Technology, a legal entity duly organized and existing under the laws of Czech Republic and having its principal office at Antonínská 548/1, 601 90 Brno, Czech Republic, hereinafter referred as BRNO,
- 6) Czech University of Life Sciences Prague, a legal entity duly organized and existing under the laws of Czech Republic and having its principal office at Kamýcká 129, 165 00 Praha 6 – Suchbátka, Czech Republic, hereinafter referred as CULS,

Hereinafter, jointly or individually, referred to as "Parties" or "Party" relating to the project entitled "Embedded Intelligence Based on Advanced Methods of Machine Learning for Edge-Computing Systems with an Application in Livestock Management", in short "VIBES" hereinafter referred to as "the Project".

RECITALS

WHEREAS, The Parties under n.(1) to n.(3) ("**Korean Parties**") have submitted a Proposal for the Project to the first public call of the DELTA 2 program of the Technology Agency of the Czech Republic and the Korean Institute for Advancement of Technology of Korea. The Korea Grant Agreement has been signed and was communicated to all Parties of the Consortium Agreement which each Party acknowledges.

WHEREAS, The Parties under Party n.(4) to n.(6) ("**Czech Parties**") have submitted a Proposal for the Project to the first public call of the DELTA 2 program of the Technology Agency of the Czech Republic and the Korean Institute for Advancement of Technology of Korea. The Czech Grant Agreement has been signed accordingly and was communicated to all Parties of the Consortium Agreement, which each Party acknowledges.

WHEREAS, the Parties understand that research grant for Korean Parties for the Project is provided by the Korea Institute for Advancement of Technology (the "**KIAT**"), and management, planning and evaluation of the Project are subject to relevant rules and regulations of the KIAT and the Ministry of Trade, Industry & Energy of the Republic of Korea on International Collaborative Research and Development Program;

WHEREAS, the Parties understand that research grant for Czech Parties for the Project is provided by the Technology agency of the Czech Republic (the "**TA CR**"), and management, planning and evaluation of the Project are subject to relevant rules and regulations of the DELTA 2 support programme for applied research, experimental development and innovation

WHEREAS, the Parties may provide each other, at the sole discretion of the providing Party, with rights to their background intellectual property during the Project in order to facilitate their research and development activities under this Agreement in accordance with the terms and conditions set forth herein;

WHEREAS, the Parties desire to allocate ownership and license rights to the technology, programs, software, algorithm, or similar inventions, improvements and other results of the individual or collaborative efforts developed by, or acquired by any of them for the Project proportionally to their contribution to the Project and allow them commercialize the technology and/or product developed during the Project on the terms and conditions set forth herein; and

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, the Parties agree as follows:

Article 1. Research Work

- 1.1 The Parties shall commence the performance of the Project promptly after the Effective Date of this Agreement.
- 1.2 The Parties shall work together for the Project in accordance with the Joint Research and Development Project Plan set out in Appendix 2.
- 1.3 Subject to the rights and obligations of the Parties under Articles 3, 4 and 5, each Party shall use reasonable efforts to:
 - (i) Perform its responsibilities in accordance with this Agreement and the Joint Research and Development Project Plan and perform all Joint Research and Development Plan requirements, including by meeting all Joint Research and Development Plan timelines and milestones; and
 - (ii) Cooperate with and provide reasonable support to other Parties in connection with the other Parties' performance of their obligations under this Agreement including the Joint Research and Development Plan.

Article 2. Contract Period

This Agreement shall be in effect from 24 Jan. 2020 until 30 Nov. 2022 (the "**Contract Period**") unless otherwise extended, renewed or amended by mutual consent.

Article 3. Confidentiality

- 3.1 "Confidential Information" shall mean any and all knowledge, knowhow, information, and/or techniques disclosed by the Party (the "**Providing Party**") to other Parties (the "**Receiving Party**") relating to the Project, including all IP (as defined below), research data, specifications, plans, drawings, prototypes, models, documents, records, instructions, manuals, papers, or other materials of any nature whatsoever, whether written or otherwise, relating to the same, unless the Providing Party expressly and in writing designates such information as non-confidential. The Receiving Party is also obligated to treat as Confidential Information disclosed by the Providing Party, whether or not marked or stamped as confidential, which the Receiving Party knows or should reasonably know is confidential, proprietary or a trade secret of the Providing Party.
- 3.2 The Receiving Party shall take all necessary measures to maintain the confidentiality of the Providing Party's Confidential Information, but no less than the measures it uses for its own confidential information of similar type. Further, the Receiving Party shall make no copies of the disclosing Confidential Information, in whole or in part, except for a reasonable number of copies necessary for the Project.

3.3 The Receiving Party shall not use the Confidential Information provided to it by the Providing Party, directly or indirectly, for any purpose other than as specifically set forth in this Agreement. Without limiting the generality of the foregoing, the Receiving Party shall use the Providing Party's Confidential Information only for the purposes of the Project and the Receiving Party shall not use, manufacture, or sell the Providing Party's Confidential Information or any device or means incorporating any of the Providing Party's Confidential Information, and shall not use any of the Providing Party's Confidential Information as the basis for the design or creation of any device or means, unless expressly permitted by the Providing Party in writing. Such permission is always given only for the purposes stated in the written permission. Each Party shall promptly notify the other Party upon discovery of any unauthorized use or disclosure of such Party's Confidential Information.

3.4 The Receiving Party shall keep and use all of the Providing Party's Confidential Information in confidence and shall not disclose any part of the Providing Party's Confidential Information to any third party (whether a person, firm, corporation, or other entity) except when:

- (i) the disclosure is made subject to an order by judicial or administrative process requiring the Receiving Party to disclose any or all of the Confidential Information disclosed to it by the Providing Party, provided however that the Receiving Party shall promptly notify the Providing Party and allow the Providing Party reasonable time to oppose such process or to obtain a protective order as necessary measure before disclosing any of the Confidential Information disclosed to it by the Providing Party, and so long as the Receiving Party ultimately discloses only such limited part of the Confidential Information as legally required to be disclosed;
- (ii) the Confidential Information is published or becomes available to the general public other than through a breach of this Agreement;
- (iii) the Confidential Information is lawfully obtained by the Receiving Party from a third party with a valid right to disclose it, provided that said third party is not under a confidentiality obligation to the Providing Party;
- (iv) the Confidential Information is independently developed by employees, agents or consultants of the Receiving Party who had no knowledge of or access to the Confidential Information disclosed to it by the Providing Party to this Agreement as evidenced by the Receiving Party's business records; or
- (v) the Confidential Information was lawfully possessed by the Receiving Party prior to receipt from the Providing Party, other than through prior disclosure by the Providing Party, as evidenced by the Receiving Party's business records.

3.5 The Receiving Party shall limit its internal disclosure of the Confidential Information to its researchers and any personnel having a need to know such information for the Project under

the same obligations of confidentiality as undertaken by the Receiving Party respectively in accordance with Article 16.1 of this Agreement.

- 3.6 Notwithstanding any termination or expiration of this Agreement, the obligations of confidentiality set forth in this Article shall survive and continue to be binding upon the Receiving Party, its successors, and assignees for five years from the termination or expiration date of this Agreement.

Article 4. Intellectual Property Rights

- 4.1 "Intellectual Property" ("IP") shall include, but is not limited to, patents, utility models, rationalization proposals, copyrights and related (neighboring) rights, industrial designs, trademarks and trade names, service marks, sui generis rights to databases, software related rights, trade secrets, know-how or similar right and all other intellectual property rights of whatsoever nature throughout the world (whether registered or unregistered), substances, processes, formulations, technical information, source codes, object codes, reports, photographs, drawings, plans, specifications, models, prototypes, inventions, patterns, samples, or software designs, whether or not protected by patent, copyright, industrial design or trade secret law.
- 4.2 "Background IP" shall mean, individually and collectively, all Intellectual Properties which were conceived and/or made prior to the commencement of the Contract Period of this Agreement or outside of scope of this Agreement solely (without any substantial contribution, including, but not limited to, contribution on finance, materials or human resources, from the other Party) by either Party. The Background IP is and shall remain the exclusive property of the Party owning it.
- 4.3 "Foreground IP" shall mean any Intellectual Property arisen by creating or developing the technology, programs, software, algorithm, or similar inventions, improvements and other results of the individual or collaborative efforts created in the course of carrying out or as a result of this Project ("**Results**"). The Parties acknowledge that more Results may be created in the course of carrying out or as a result of this Project.
- 4.4 Any Foreground IP generated solely (without any substantial contribution, including, but not limited to, contribution on finance, materials or human resources, from other Parties) by either Party shall vest in and be owned solely by the Party creating or developing the Foreground IP and/or Results. To the extent that any Party sub-contracts the performance of any part of the Project, that Party shall ensure that any Foreground IP arising from the work of its sub-contractor shall be assigned to it unconditionally.
- 4.5 Any Foreground IP generated jointly by multiple Parties shall vest jointly in and be owned jointly by the Parties who substantially contributed (including, but not limited to, a contribution on finance, materials or human resources) to creating or developing the Foreground IP and/or Results ("**Joint Owners**").
Where Joint Owners have jointly generated Foreground IP and/or Results and where it is

not possible to (i) establish their respective contribution, or (ii) separate them for the purpose of applying for, obtaining or maintaining the protection on said Foreground IP, said Joint Owners shall have joint ownership of such Foreground IP/ Results at equal share. Joint Owners shall establish a separate joint ownership agreement regarding the allocation and terms of exercising the IP rights, protecting any invention, sharing of the related costs and exploiting such jointly owned Foreground IP and/or Results on a case by case basis. In the absence of such a joint ownership agreement, the laws of the State of Delaware shall govern.

- 4.6 Each Party may decide to grant to any of the other Parties a license to use its Background IP and/or its (share of) Results/Foreground IP for the purposes of conducting the Project during the Contact Period. Each Party shall immediately give written notice to the Parties of any actual, threatening or suspected infringement of any Party's Background IP or Foreground IP, whether jointly or solely owned, or any unauthorized use of any Party's Results.
- 4.7 If rights necessary to use Results and/or Foreground IP of a Party, if needed for exploitation of another Party's own Foreground IP, are granted in accordance with Article 4.6 of this Agreement, i.e. in the sole discretion of the providing Party, such Foreground IP shall be granted on fair and reasonable conditions ("**Access Rights**").
- 4.8 A request for Access Rights may be made up to twelve months after the end of the Project, or, after termination of the requesting Party's participation in the Project.
- 4.9 Parties' Access Rights to Results (particularly to software) do not include any right to receive source code or object code ported to a certain hardware platform or any right to receive the respective Results documentation in any particular form or detail, but only as available from the Party granting the Access Rights.
- 4.10 Each Party may transfer ownership and/or IP rights of its own proprietary Results following the procedures of the Appendix 1 to this Agreement.
- 4.11 The transferring Party shall, however, notify, in writing, the other Parties within 3 business days of such transfer and shall ensure that the rights of the other Parties will not be affected by such transfer.
- 4.12 The Parties recognize that in the framework of a merger or an acquisition of an important part of its assets, a Party may be subject to confidentiality obligations which prevent it from giving the full 45 days prior notice for the transfer as foreseen in the Appendix 1.

Article 5. Publications

- 5.1 Each Party to this Agreement recognizes that the publication of scientific papers, including oral presentations and abstracts, relating to the subject matter of this Agreement may be

beneficial to all Parties, provided that such publications are subject to reasonable controls to protect Confidential Information and Intellectual Property. Accordingly, each Party agrees that:

- (i) any Confidential Information or Intellectual Property of the other Party should be removed from any such publications prior to publication, unless other Parties give written consent with publication;
- (ii) copies of any proposed publication or presentation should be provided to other Parties at least 15 calendar days in advance of the submission of such proposed publication or presentation to a journal, editor, or other third party; and

Article 6. Termination

6.1 This Agreement shall be deemed to have come into force upon the beginning of the Contract Period and shall continue in effect for the full duration of the Contract Period unless sooner terminated in accordance with the provisions of this Article. The Parties hereto may, however, extend the Contract Period for additional periods as desired under mutually agreeable terms and conditions which the Parties reduce to writing and sign.

6.2 In the event that either Party hereto shall commit any material breach of or material default in any of the terms or conditions of this Agreement, and also shall fail to remedy such default or breach within 30 calendar days after receipt of written notice thereof from any of the other Parties hereto, the Party giving notice may, at its option and in addition to any other remedies which it may have at law or in equity, terminate this Agreement by sending notice of termination in writing to all other Parties to such effect and such termination shall be effective as of the date of the receipt of such notice by all other Parties.

6.3 If a Party's participation to a Funding Agreement is terminated, this Agreement shall automatically terminate in respect of the affected Party.

6.4 If a Party terminates this Agreement, any other Party may terminate this Agreement within 60 days from delivery of the written notice regarding the termination.

6.5 If a Party terminates this Agreement, this Agreement shall remain binding for the other Parties.

6.6 Termination of this Agreement by any of the Party for any reason shall not affect the rights and obligations of the Parties accrued prior to the effective date of termination of this Agreement pursuant to Article 4. No termination of this Agreement, however effectuated, shall release the Parties hereto from their rights and obligations under Articles 3, 4, 5, 7, 8, 16, 17 and 18.

6.7 Forthwith upon the termination of this Agreement, the Receiving Party shall cease to use

the Providing Party's Confidential Information in any manner whatsoever. Upon the written request of the Providing Party, the Receiving Party shall forthwith destroy and/or deliver up to the Providing Party all of the Providing Party's Confidential Information and copies thereof in the Receiving Party's possession or control, and shall certify in writing that all such Confidential Information and copies thereof have been destroyed and/or delivered up to the Providing Party.

Article 7. Representations and Warranties

7.1 Each Party warrants the following:

- (a) Each Party has full power and authority to carry out the actions contemplated under this Agreement and that its entry into and performance under the terms of this Agreement will not infringe the rights of any third party or cause it to be in breach of any obligations to a third party; and
- (b) Each Party will perform the Project in a professional manner with reasonable skill and care, using suitably qualified personnel.

7.2 While each Party shall use all reasonable endeavours to ensure the accuracy of the work performed and information provided by it during the course of the Project, each Party makes no warranty expressed or implied as to the accuracy of such work or information and shall not be held responsible for any consequence arising out of any inaccuracies or omissions unless such inaccuracies or omissions are the result of negligence on the part of each Party.

Article 8. Non-Waiver

8.1 In case any of the Parties fails or delays to exercise any right or remedy set forth in this Agreement, such failure or delay shall not constitute waiver of any other right or remedy set forth in this Agreement.

8.2 In case any of the Parties fails or delays to exercise any right or remedy set forth in this Agreement, such right or remedy shall not be construed to be exclusive and such party is entitled to resort to any additional legal or equitable rights and remedies.

Article 9. Independent Contractors

All Parties are at all times independent Parties and nothing contained in this Agreement shall be construed or implied to create an agency of or partnership with the other Parties. None of the Parties has an authority to make contract, incur any obligation or assume any liability on behalf of other Parties.

Article 10. Assignment and Subcontracting

A Party that enters into a subcontract or otherwise involves third parties in the Project remains solely responsible for carrying out its relevant part of the Project and for such third party's compliance with the provisions of this Agreement and the relevant Funding Agreement. It has to ensure that the use of third parties does not affect the rights and obligations of the other Parties under this Agreement or the Funding Agreements.

Article 11. Amendment

This Agreement, including the Appendices, may be modified upon mutual written consent of the Parties. No verbal agreement may be binding on the Parties for this purpose.

Article 12. Notices

All notices or other documents that any of the Parties hereto are required or may desire to deliver to other Parties hereto may be delivered only by personal delivery or by registered or certified mail, Email or fax, all postage and other charges prepaid, at the address for such Party set forth below or at such other address as that Party may hereinafter designate in writing to the other Parties. Any notice personally delivered or sent by Email or fax shall be deemed to have been given or received at the time of delivery, and delivered by registered or certified mail upon confirmed receipt of delivery. Any Party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other Parties notice in the manner herein set forth.

- (i) If to GLSYS
Name : Hea-Sun Shin
Title : COO
Address : 5F, Panax R&D Center, 11-31, Simin-daero 327beon-gil, Dongan-gu, Anyang-si, Gyeonggi-do, Korea
Tel : 82-70-8789-2510
Fax : 82-31-388-3261
Email : shinsun@gluesys.com
- (ii) If to KETI
Name : Seungwoo Kum
Title : Senior Researcher
Address :
Tel : +82-2-6388-6653/ +82-10-6301-0269
Fax :
Email : swkum@keti.re.kr

- If to KNOU
- (iii) Name : Han Jong Ko
Title : Professor
Address : 86 Daehak-ro, Jongro-gu, Seoul, Republic of Korea
Tel : 82-2-3668-4633
Fax :
Email : khjong333@knou.ac.kr
- If to ITER
- (iv) Name : Jan Zenisek
Title : COO
Address : Hybernská 1034/5, Prague 1, 110 00, Czech Republic
Tel : +420 775 616 433
Fax :
Email : jan.zenisek@iterait.com
- If to BRNO
- (v) Name : doc. RNDr. Pavel Smrž, Ph. D.
Title : Associate Professor
Address : FIT VUT, Božetěchov 1, 612 66 Brno
Tel : +420 541 141 282
Fax : -
Email : smrzh@fit.vutbr.cz
- If to CULS
- (vi) Name : prof. Ing. Roman Stupka
Title : Professor
Address : Kamýcká 129, 165 00 Praha 6 – Suchbátka, Czech Republic
Tel : +420 224 383 062
Fax :
Email : stupka@af.czu.cz

Article 13. Force Majeure

The failure or delay of any of the Parties hereto to perform any obligation under this Agreement solely by reason of acts of God, acts of government, riots, wars, lockouts, accidents in transportation or other causes beyond its control shall not be deemed to be a breach of this Agreement; provided, however, that the Party so prevented from complying herewith shall continue to take all actions within its power to comply as fully as possible herewith. The Party so prevented from complying with its obligations hereunder will immediately notify and keep the other Parties from time to time apprised thereof.

Article 14. Entire Agreement

14.1 This Agreement constitutes an entire agreement and understanding by and between the Parties with respect to the subject matter hereof and supersedes and cancels any prior representations, negotiations, commitments, undertakings, communications, understandings and agreements, whether written or oral, by and between the Parties in relation thereto.

14.2 The Appendices to this Agreement together with the terms and conditions contained within this Agreement constitute the entire understanding between the Parties hereto and no modifications hereof shall be binding unless executed in writing by the Parties hereto. The Appendices will be binding upon the Parties hereto except to the extent that they may conflict with the terms and conditions contained within this Agreement itself, in which case the terms and conditions of this Agreement shall govern.

Article 15. Severability

Should any provision of this Agreement be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Agreement shall in no way be affected or impaired thereby.

Article 16. Miscellaneous

16.1 The Parties further agree to bind their officers, Researchers, employees, agents, subcontractors and other personnel related to this Project to the terms and conditions of this Agreement.

16.2 In the event that a translation of this Agreement is prepared and signed by the Parties, this English language version shall be the official version and shall govern if there is a conflict between this English language version and the translation. All disputes under this Agreement shall be resolved and conducted, regardless of the means or authority, in the English language.

Article 17. Governing Law

This Agreement shall be governed by and construed in all respect in accordance with the laws of the State of Delaware, U.S.A., without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

Article 18. Arbitration

Any dispute, controversy or claim arising under, out of or relating to this Agreement and any subsequent amendments of this contract, including, without limitation, its formation, validity,

binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be submitted to mediation in accordance with the World Intellectual Property Organization (WIPO) Mediation Rules. The place of mediation shall be New York City, New York, U.S.A. unless otherwise agreed upon. The language to be used in the mediation shall be English unless otherwise agreed upon. The Parties undertake not to terminate a mediation process which they have started before the introductory statement made by each Party in joint session.

In the event the mediation fails to bring about a full agreement between the Parties putting an end to the dispute during 30 days, the latter shall be referred to arbitration as provided herein. In the event of a difference, dispute, controversy or claim arising out of, relating to, or having any connection with, this Agreement, including any question regarding its negotiation, existence, validity, interpretation, performance, or breach, shall be exclusively and finally settled by binding arbitration, administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules, and judgment on the award may be entered by any court having jurisdiction over the entity or the property of the entity against whom enforcement of the judgment is sought. The disputant seeking such arbitration hereunder shall give written notice to the others regarding the dispute, and within ten (10) days after giving of such written notice shall submit the dispute to the International Centre for Dispute Resolution. The costs and expenses in connection with said arbitration proceedings shall be paid by the affected disputants equally, with each Party being responsible for its attorneys' fees and costs. The arbitration shall be conducted in the English language, and all documents and testimony offered into evidence during the arbitration shall be translated into English at the expense of the party offering the evidence. The Parties agree to resolve the dispute only by submission of documents, unless any Party requests an oral hearing, or the arbitrator determines that an oral hearing is necessary, in which case hearings shall be conducted either telephonically or in person. The place of the arbitration shall be New York City, New York, U.S.A., and if the hearing is conducted in person, it shall be held in New York City, New York, U.S.A.

Article 19. Fees, Costs and Expenses

Except as otherwise provided herein, each Party shall be responsible for its own fees, costs and expenses incurred by it in connection with this Agreement and the transactions contemplated hereby.

Article 20. Counterparts

This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

Article 21. Authorship

The Parties agree that the terms and language of this Agreement were the result of negotiations between the Parties and, as a result, there will be no presumption that any ambiguities in this

Agreement will be resolved against any Party. Any controversy over construction of this Agreement will be decided without regard to events of authorship or negotiation.

Article 22. Press Releases and Public Announcements

Except as and to the extent required by law, without the prior written consent of the other Parties, no Party will, and each Party will direct its representatives not to make, directly or indirectly, any public comment, statement or communication with respect to, or otherwise to disclose or to permit the disclosure of any of the terms or conditions of this Agreement.

<The remainder of this page is intentionally left blank>

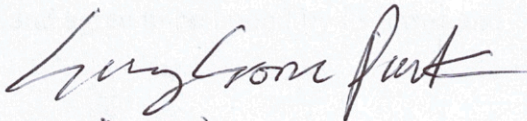
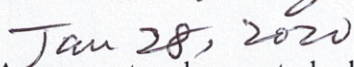
IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this Agreement as of the Effective Date.

Gluesys

Name : Sung-Soon Park

Title : CEO

Date :

I have read this Agreement and agree to be bound by its terms and conditions.

Signature :

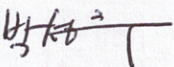
Korea Electronics Technology Institute

Name : Sungjoo Park

Title : Director

Date : 01/28/2020

I have read this Agreement and agree to be bound by its terms and conditions.

Signature : 

Korea National Open University

Name : Han-Jong Ko

Title : Director of Industry-Academy Cooperation, Korea National Open University

Date : 2020.01.23

I have read this Agreement and agree to be bound by its terms and conditions.

Signature :



ITERAIT

Name : Adam Blazek

Title :CEO

Date : 29.1.2020

I have read this Agreement and agree to be bound by its terms and conditions.

Signature : Blazek

29 -01- 2020

TM000038



Brno University of Technology

Name : prof. RNDr. Ing. Petr Štěpánek, Csc., dr.h.c.

Title : Rector

Date :

I have read this Agreement and agree to be bound by its terms and conditions.

Signature :

Czech University of Life Sciences Prague

Name : Ing. Karel Půbal, Ph.D.

Title : Bursar

Date : 30 -01- 2020

I have read this Agreement and agree to be bound by its terms and conditions.

Signature :

K. Půbal



Prověřeno právním odd. ČZU v Praze
1/1

Attachment

1. Appendix 1 Transfer process of proprietary results
2. Appendix 2 Joint Research and Development Project Plan

Appendix 1: Transfer process of proprietary results

1. Where a Party transfers ownership of Results, it shall pass on its obligations regarding those Results arising out of this Agreement to the assignee including the obligation to pass those obligations arising out of this Agreement on to any subsequent assignee.

2. Subject to its obligations concerning confidentiality such as in the framework of a merger or an acquisition of an important part of its assets, where a Party is required to pass on its obligations to provide Access Rights, it shall give at least 45 days prior notice to the other Parties of the envisaged transfer, together with sufficient information concerning the envisaged new owner of the Results to permit the other Parties to exercise their Access Rights.

However, the Parties may, by written agreement, agree on a different time-limit or waive their right to prior notice in the case of transfers of ownership from one Party to a specifically identified third party.

3. Following notification in accordance with paragraph 2, any other Party may object within 30 days of the notification or within a different time-limit agreed in writing, to any envisaged transfer of ownership on the grounds that it would adversely affect its Access Rights.

Where any of the other Parties demonstrate that their Access Rights would be adversely affected, the intended transfer shall not take place until agreement has been reached between the Parties concerned.