

DONATION AGREEMENT

Contract number:

entered into pursuant to Act No. 89/2012 Sb. (Goll.), Civil Code, on the date, month and year mentioned below by and between

1. Parties

Brno University of Technology,

a public university, an entity not registered in the Commercial Register,

Registered office: **Antonínská 548/1, 601 90 Brno Czech Republic**

Represented by: **prof. Ing. Radimír Vrba, CSc., Director of CEITEC**

IO No.: **002 16 305**

Tax IO No. **CZ00216305**

Public university's unit: **Central European Institute of Technology of Brno University of Technology, "CEITEC BUT"**

Registered office: **Purkyňova 656/123, 612 00 Brno**

Banking connection č. ú.: [REDACTED],

hereinafter referred to as the "Donee" or the "Beneficiary" and

Rigaku Corporation,

Registered office: **3-9-12 Matsubara-cho, Akishima-shi, Tokyo 196-8666 JAPAN**

Represented by: **Dr. Kazuhiko Omote, Director of Rigaku**

Email: [REDACTED]

hereinafter referred to as the "Donor"

2. Subject of donation

2.1 The Donor undertakes to donate a financial donation in the amount of \$ 45,000 per year. The Parties agreed the payment will be split up into two parts. The first part of the budget (\$ 20,000) covers the costs of the study visit in Donor of a selected student of the Donee. The study visit will last for a 6 months per year for a period of three years - 2020, 2021 and 2022. The Donee accepts the donation mentioned herein, which is intended for covering the costs of the study visit of the student. The second part of the budget (\$ 25,000) covers the student expenses connected to Donor's Research and Development (hereinafter referred to as the "R&D") activities in Brno and the expenses of Donor's demo measurements:

- a) Hardware and software - \$ 12,000
- b) Conference attendance - \$ 2,500

- c) Personal costs - \$ 8,500
- d) Demo measurements for Donor - \$ 2,000

The money transfer between these budget lines is allowed up to maximum of 10% of the total amount of financial donation.

2.2 The study visit will take place at the Donor firm in Japan for the purpose of research and development of X-ray imaging software. Before the nomination of student for the study visit, the Donee shall introduce a candidate who has the sufficient qualifications for the R&D, and obtain the prior approval by the Donor. The Donor will propose the scope and goals of the study visit which have to be agreed by the Donee prior to sending the financial donation.

2.3 All the results of the R&D by the student of the Donee, including any invention and copyrights (hereinafter referred to as the "Results"), are attributable to the Donor. The Donor hereby gives the consent to the Donee to use the Results freely so long as they are used for non-commercial educational and/or research and development purpose.

2.4 In the event the Donee intends to publish or disclose the Results, it shall obtain the prior consent from the Donor by discussing the timing of such publication or disclosure with the Donor.

3. Handover of donation

3.1 The Donor shall send the financial donation for the year 2020 according to article 2.1 by wire transfer to the bank account, no.: [REDACTED] IBAN: [REDACTED]; SWIFT [REDACTED]; ACCOUNT HOLDER: Brno University of Technology; Antonínská 548/1, 602 00 Brno, [REDACTED]. For the next years 2021 and 2022 always by 30th June of the current year.

3.2 The Donee will send to Donor the account statement of the financial donation within 1 months after the end of each calendar years 2020, 2021 and 2022.

3.3 Responsible and contact person for this agreement for the Donee: [REDACTED], email [REDACTED].

Responsible and contact person for the Donor: [REDACTED], [REDACTED], [REDACTED], email: [REDACTED].

4. Final provisions

4.1 The rights and obligations of parties not covered by this Agreement shall be governed by the laws of the Czech Republic. The court responsible for the proceedings shall be the local court of the Donee.

4.2 Both parties agree that if, in relation to obligations under the Act no. 340/2015 Goll., on special conditions for the effectiveness of some contracts, the publishing of such contracts and

agreements in the Registry (the Registry of Contract Act), as amended, it is desirable to publish this Agreement in the registry of contracts (ISRS) including placing the metadata, Donor agrees with publication of this Agreement. Publication will be made by the Donee. In the event that this Agreement or its subsequent amendments contain data relating to Donor or its activities that, in accordance with the Registry of Contracts Act, are not intended to be disclosed (especially, data that are trade secrets of the Donor, sensitive data, classified information, etc.), the Donor is obliged, no later than ten business days from the date of signature of this Agreement, to notify the Donee of this fact and clearly mark such data in a way that enables the Donee to prevent the unauthorized disclosure, for example, by defacing them or by other means at the discretion of the Donee.


4.3 This Donation Agreement shall become effective upon its signature by the last Party.

4.4 This Donation Agreement is executed in two copies as originals, of which each Party shall receive one identical copy.

4.5 The Donor and the Donee confirm that this signed Agreement expresses their serious intention based on free will.

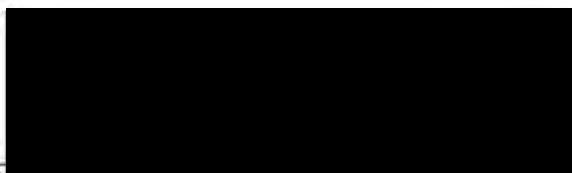
4.6 Based on § 2. e) Act. No. 320/2001 Coll., on financial control in public administration and amendments to certain Acts (Financial Control Act), as amended, the Donee is obliged to cooperate in the performance of financial control. The Donor hereby acknowledges that it is obliged to cooperate with the same rights and obligations as the Donee. This obligation also applies to those passages of this Agreement and its subsequent amendments, which are protected under special laws (eg. As trade secrets, classified information), provided that they meet the requirements of specific legislation (eg. The Act no. 255/2012 Coll., inspection Rules).

Japan, 13.4.2020



Dr. Vrb, 14, April, 2020

Prof. Ing. Radimír Vrba, CSc.
Director, Central European Institute of Technology of BUT



13, April, 2020

Dr. Kazuhiko SMOTE
Director, X-ray Research Laboratory Rigaku Corporation