



The contract to conduct a Research

Closed under § 2586 et seq. Law no. 89/2012 Coll., Civil Code, as amended (the "Civil Code") between the parties, which are:

Tomas Bata University in Zlín, Faculty of technology

public university established by Act no. 404/2000 Coll., on the establishment of Tomas Bata University in Zlín

Registered office: Vavrečkova 275, 760 01 Zlín

ID: 70883521

VAT: CZ 70883521

Represented by: prof. Ing. Roman Čermák, Ph.D., dean

for contributions in kind corresponds: [REDACTED].

(hereinafter the "Contractor")

and

Polymateria Limited, a limited company incorporated under the laws of England and Wales

Registered office: First Floor Thavies Inn House, 3-4 Holborn Circus, London, United Kingdom, EC1N 2HA

VAT: GB 232 1645 39

Bank: xxx, account number: xxx

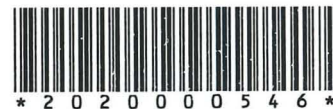
acting: represented by Christopher Wallis, in his capacity of Vice President of Innovations

registered in the Commercial Register under the company number 09875556

(hereinafter the "Client")

Individually referred to as a "Party"

Collectively referred to as the "Parties"



That to it:

I. Introductory provisions

1. The Contractor agrees to carry out the work (hereinafter the "Work") specified in Article II of this contract to conduct a research (hereinafter the "Contract") for the Client under the terms laid down in this Contract at its own expense and its own risk.
2. The Client agrees to collect the completed Work from the Contractor, pay the agreed price as set forth under Article IV below and provide agreed cooperation to the Contractor as per the terms of this Contract.

II. Work and its scope

1. For the purposes of this Contract, "Work" means conducting research and obtaining research results from testing of the materials supplied by the Client (hereinafter the "Research")
2. The Parties agree that the Research will involve Research and Develop a New Analytical Technique for the Quantitative Determination of the Rate of Biodegradation of Plastic Materials.
3. The outcome of the Research carried out by the Contractor under this Contract will be a protocol, which must contain the following elements (hereinafter "the Protocol"):
 - (i) Any and all data generated either experimentally, theoretically and/or from the scientific literature;
 - (ii) Any experimental technique developed including protocols, equipment and methodology.

III. Time and place of

1. The Contractor undertakes to carry out the Research and transfer to the Client the Protocol in accordance with the terms of the Contract and the procedural specifications detailed below:

Work will be handed over in three stages. The Contractor undertakes to create and transmit the Work to the Client in these terms:

Commencement of Work: 1.8.2020

Completion and delivery of the first stage of the Work: 31.1.2021

Completion and handover of the second stage of the Work: 30.4.2021

Completion and handover of the third stage of the Work: 31.7.2021

After each stage of the Work, the completed part of the Work will be handed over and the parties will always sign the minutes on handover and takeover of the completed part of the Work.

2. The Contractor is entitled to complete the Protocol and submit it to the Client even before the agreed date, the Client is then obliged to accept the Protocol and pay the agreed price.

3. The place of performance of the Work will be Tomas Bata University, including its components.

IV. The price of the work, payment terms

1. The price of the Work (excluding VAT) pursuant to Art. II. of this Contract was agreed by the Parties and will be paid as per the payment table below ("Payment Table").

The agreed prices will be paid in British Pounds (GBP).

Payment Table

	Date	Invoice to be raised by UTB to Polymateria (GBP) ^a	% of Total Project Cost
Project Start	1.8.2020		
End of Phase 1.	31.1.2021	33,604	62
End of Phase 2.	30.4.2021	12,466	23
End of Phase 3	31.7.2021	8,130	15
Total		54,200	100

^a VAT is not included.

2. The invoices due date will be 45 days as from the date of issuance of the invoice (mentioned on the invoice).
3. The contracting parties have agreed that the invoice will be sent in electronic form in the form of a separate electronic file in pdf format attached to the e-mail message sent to the e-mail address: cw@polymateria.co
4. The parties agreed that all electronic invoices will be deemed delivered on the day following the day of demonstrable sending of the electronic invoice to the e-mail address specified in the contract.

5. In case of changing the e-mail address for sending invoices, the Client undertakes to notify the other party immediately of the change to the e-mail address: pohledavky@utb.cz. Failure to notify the change of e-mail address is borne by the Client.
6. The date of the taxable event is the day of acceptance of the part of the work on the basis of the contracting parties signed the minutes on handover and takeover of the work according to the Art. III para 1.

VAT will be billed to the Client in the amount specified in the applicable legislation. (pursuant to Act No. 235/2004 Coll. regime "reverse charge" applied).

7. The invoice must meet all applicable requirements of a tax document, otherwise, the Client is entitled to return it to the Contractor within five (5) days of receipt for correction. The Contractor is then required to send the Client a corrected invoice, the maturity of an invoice in this case commences when the invoice is issued, meets all the prescribed requirements.

8. Client's delay in payment of any invoice that meets all applicable requirements, longer than thirty (30) days starting at the end of the agreed payment term shall be considered material breach of contract and shall entitle the Contractor to terminate the Contract.

9. In doubt, it is considered that the amount was paid on the date it is credited to the account of the Contractor.

V. Interaction with the Client

1. The Parties agree that, without undue delay after the signature of this Contract by both Parties, and no later than 10 days from such date, the Client shall share with the Contractor documents necessary to perform the Research, it being understood that these documents are shared under the confidentiality obligations set forth in this Contract, notably under Article XI. The Client's delay in handing over documents and other needed assistance could mean extending the completion date of the Work pursuant to Art. III of the Contract.

2. For the purposes of this Contract documents necessary to carry out Research means reports, thesis, publications and books, whether published or unpublished in the academic literature or as conference proceedings. Also any publicly available commercial reports pertaining in any way to the Research to be conducted.

3. Client's delay with handing over the documents necessary to carry out the Research, more than thirty (30) days shall be deemed material breach of contract and shall entitle the Contractor to terminate the Contract.

4. The Parties agree that the Contractor is entitled to request from the Client other necessary information, documents or samples respectively or clarifications or explanations of the information or documents already submitted.

5. Furthermore, the Parties agree, that upon the Contractor's request, the research committees, ie. a meeting of authorized persons of both Parties, which will be used as needed to consult further procedures of the Contractor carrying out the Research or other important facts (hereinafter the "Research Committee"), will be held. Research Committees will indicate in advance at least 5 days, unless the Parties agree otherwise, the venue for the Research Committee which will be agreed by both Parties.

VI. Implementation of works

1. Any equipment needed to carry out the Work, is provided by the Contractor at his own expense, unless mentioned otherwise in this Contract.

2. When carrying out the Work the Contractor progresses independently but respects the legitimate Client's comments concerning the implementation of the Work and will draw Contractor's attention on possible breaches of its contractual obligations.

3. The Contractor is obliged to ensure the performance of the Work in compliance with all health and safety measures, to the extent and manner prescribed by the applicable laws and regulations.

4. The Contractor and Client are obliged to make themselves available for monthly progress meetings, (via telephone, teleconference, skype, face-to-face or some other means), on the implementation of the Work, unless circumstances fallen under the provisions of Article VIII prevent it.

VII. The handover and takeover of the work

1. The Contractor will fulfil its commitment to complete the Work as per the scope and terms agreed with the Client and hand it over to the Client in a form of the Protocol.
2. The Contractor will use a suitable way (in writing or by e-mail) to inform the Client at least 3 (three) days in advance, that the Protocol will be ready for handover and acceptance.
3. Authorised representatives of both Parties will sign a hand-over document certifying that the Protocol has effectively been handed over by the Contractor.. In the event that the Client refuses to take over the Protocol the Client shall specify, in writing referring to the handover and acceptance of the Protocol the reasons for this refuse.
4. Unless the Parties agree otherwise, all documents, or samples that are provided by the Client under the Contract must be returned to the Client at the latest on the date of the handover of the Protocol.

VIII. Force majeure

1. For the purpose of this Contract, "Force Majeure" means circumstances beyond the Parties' control such as, but not limited to, war, riots, fire, flood, hurricane, typhoon, earthquake, lightning, explosion, strikes, lockouts, slowdowns, prolonged shortage of energy supplies, and acts of state or governmental action prohibiting or impeding any Party from performing its respective obligations under the Contract.
2. Any cause of Force Majeure that prevents the performance of this Contract, or makes its execution impossible, or that implies violating the law or regulations pertaining to one of the Parties, will suspend its effects, but only during the period or the part of it during which such Force Majeure prevents or makes its execution impossible or illegal. In the event of occurrences such as those previously described in the first paragraph above that prevent the partial execution of the Contract; the part of the Contract that is possible will continue being executed. The Parties specifically accept that a change in economic circumstances for one of the Parties does not constitute Force Majeure.
3. In the event that a Party is in default of performance of its obligations under this Contract due to Force Majeure, it is obliged without undue delay to notify the other Party and, to the extent it is possible, indicate the time limits under which this Contract will then be extended by a period equal to the period during which the Force Majeure affected the performance of its obligations under this Contract. In such cases, neither Party shall be liable for damage, if any, caused to the other Party.
4. Any necessary amendments to this Contract, will be done in accordance with Article VIII paragraph 9.

IX. Withdrawal from contract

1. Any Party may withdraw from this Contract in cases where it is expressly authorized by the provision of this Contract or by law.
2. In case of withdrawal the withdrawing Contracting Party is obliged to announce his resignation in writing to the other side providing a three (3) month-notice period, with such resignation is effective on the date of its receipt by the other party.

X. Contact Persons

The Parties have designated as their contact person for the substantive (technical) performance of this contract the following persons:

For the contractor:

For the client:

D.

Dr. Christopher Wallis

XI. Confidential information, industrial property rights

1. All information of technical, organizational, or financial nature, that the Parties shall provide to each other or made available in connection with the implementation of this Contract and that

- a) will be expressly designated as confidential and / or
- b) will meet the requirements of confidential information within the meaning of § 1730 of the Civil Code and / or
- c) will meet the requirements of trade secrets within the meaning of § 504 of the Civil Code, and / or
- d) could be considered by the nature of their content as confidential

(hereinafter referred to as "**Confidential Information** "), shall only be used by the Parties for the performance of their respective obligations under the Contract.

2. The Parties are required to protect Confidential Information against misuse by third parties. The Parties undertake, in particular not to disclose Confidential Information to third parties without the prior written consent of the other Party. The Parties may disclose Confidential Information without the consent of the other party only to their employees involved in the performance of this Contract, on a strictly need-to-know basis and providing that the said employees are respecting the same confidentiality obligations as set forth in this Contract. The Parties shall agreed appropriate legal instruments to ensure that their employees take measures to protect Confidential Information.

3. The obligation to protect Confidential Information in the previous paragraph continues six (6) years after the expiry of the Contract (irrespective of the reason for termination).

4. The Parties are not considered in breach of the obligations set forth under paragraph 2) and 3) of this Article XI if required to disclose Confidential Information to the extent required by law.

5. If result of the cooperation between the Parties under this Contract is subject of industrial legal protection, the relations of the Parties to the result matter will be treated in the subsequent agreement of the parties, so that's at the maximum respect for their legitimate interests to permit the use of protected solution by both parties without unilaterally limiting conditions.

XII. Intellectual property

1. All information, know-how, techniques, software and materials, (regardless of the form or medium in which they are disclosed or stored) and other intellectual property, used in, or disclosed in connection with the performance of the Work (hereinafter "Background Intellectual Property") belonging to one Party is and shall remain the exclusive property of the Party owning it (or, where applicable, the third party from whom its right to use the Background Intellectual Property has derived).
2. Each Party grants the other Party, to the extent which it is able to do so, a royalty-free, non-transferable, non-exclusive, licence to use its Background Intellectual Property, which is relevant to the use of the Work, for the sole purpose of the performance of the Work, unless otherwise agreed.
3. The Protocol shall vest and be owned by the Client.

XIII. Publications

1. Subject to obtaining Client's prior written consent, and in accordance with normal academic practice and in carrying out a primary charitable purpose of the Contractor, all employees, students, agents or appointees of the Contractor shall be permitted, in accordance with this Article XIII, and subject to the obligations of Confidentiality of Article XI, to publish the Protocol or discuss the Protocol in internal seminars.
2. All proposed publications (including, but not limited to, scientific publications, internal seminars, and all presentations), shall be submitted in writing to the Client for review at least thirty (30) days before submission for publication or before presentation, as the case may be. The Client gives within 30 days after the receipt of the draft issue a written notice to the Contractor indicating if the Client allows the publication or presentation. That consent may not be unreasonably rejected.
3. Notwithstanding any other provision in this Contract, for the avoidance of doubt no Background Intellectual Property and/or Confidential Information related to the Work, may be published without the express prior written consent of the Client.
4. Each Party agrees that any publication in a scientific/academic journal shall give due acknowledgement to the contribution of the others in accordance with standard scientific practice.

XIV. Final Provisions

1. **Applicable law and jurisdiction:** The laws of the Czech Republic will govern this Contract and both Parties agree to submit all disputes relating to this Contract to the exclusive jurisdiction of the competent Courts of Zlín.
2. **Assignment:** Neither Party may assign or transfer this Contract as a whole, or any of its rights or obligations under it, without first obtaining the written consent of the other Party. That consent may not be unreasonably withheld or delayed.
3. **Illegal/unenforceable provisions:** If the whole or any part of any provision of this Contract is void or unenforceable in any jurisdiction, the other provisions of this Contract, and the rest of the void or unenforceable provision, will continue in force in that jurisdiction, and the validity and enforceability of that provision in any other jurisdiction will not be affected.
4. **Waiver of rights:** If a Party fails to enforce, or delays in enforcing, an obligation of the other Party, or fails to exercise, or delays in exercising, a right under this Contract, that failure or delay will not affect its right to enforce that obligation or constitute a waiver of that right. Any waiver of any provision of this Contract will not, unless expressly stated to the contrary, constitute a waiver of that provision on a future occasion.
5. **Compliance:** Each of the Parties agree to comply with all applicable anti-corruption, anti-bribery and local employment laws, as well as any other applicable legislation, laws and regulations in connection with their performance under this Contract, (including that relating to import and export control, transportation of hazardous materials, anti-money laundering, and tax laws). In the case of the Contractor, it undertakes to comply with all Czech and EU legislation that may be applicable in carrying out the Work. Either Party's failure to comply with any provision of this Article XIV is considered to be a breach of this Contract.
6. **No Agency:** Nothing in this Contract shall create, imply or evidence any partnership or joint venture between the Contractor and the Client or the relationship between them of principal and agent or employers and employee.
7. **Publicity:** Neither the Contractor nor the Client shall use the name, crest, logo or registered image of the other or the other's affiliates in a press release or promotional materials, without the prior written consent of the other Party; provided, however, that publication of the sums received from the Client in the Contractor's Annual Report and similar publications shall not be regarded as breach of this clause.

8. **Third Parties:** Except as expressly provided in this Contract, nothing in this Contract shall confer or purport to confer on a third party any benefit or any right to enforce any term of this Agreement.
9. **Amendments:** No variation or amendment of this Contract will be effective unless it is made in writing and signed by each Party's representative.
10. This Contract is made in two copies, each Party will receive one.
11. This Contract comes into force upon signature by the authorized representatives of both Parties and the effect on public central register of contracts in accordance with the Act. 340/2015 (registry law on contracts).

25. 05. 2020

Zlin on For the Contract Tomas Ba technology prof. Ing. Roman Čermák, Ph.D. Dean	London on 21.04.2020 For the Client: Polymateria Ltd First Floor Thavies Inn House, 3-4 Holborn Circus, London, United Kingdom, EC1N 2HA
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Odpovídá	Datum
PO/00	
EO	
Věcně	
Správce rozpočtu	25. 05.