## Consortium agreement

Between:

1. **Západočeská univerzita v Plzni (University of West Bohemia - UWB),** Univerzitní 2732/8, 301 00 Plzeň, Czech Republic, ID No.: 49777513, represented by Luděk Hynčík, Vice-Rector for Research and Development (the Coordinator)
2. **Hochschule Mittweida (Mittweida University of Applied Sciences),** Technikumplatz 17, 09648 Mittweida, DE, represented by Sylvia Baíšler, chancellor,
3. **Výzkumný a zkušební ústav Plzeň s.r.o. (Research and Testing Institute, Plzen),** Tylova 1581/46, 301 00 Plzeň, Czech Republic, ID No.: 47718684, represented by Stanislav Audy Martínek, Executive Manager
4. **Ústav fyziky plazmatu AV ČR, v. v. i. (Institute of Plasma Physics of the CAS),** Za Slovankou 1782/3, 182 00 Praha 8, Czech Republic, ID No. 61389021, represented by statutory authority doc. RNDr. Radomír Pánek, Ph.O.

hereinafter, jointly or individually, referred to as "Parties" or "Party''

**WHEREAS:**

The Parties, having considerable experience in the field concerned, submitted a proposal for the Project "Advanced coating substrate preparation by shifted and ultrafast laser texturing", project acronym ADVENTURE (the "Project") to the national Funding Authorities as part ofthe "M-ERA.NET" Program;

The Parties wish to specify binding commitments among themselves for implementation for the Project; The Parties hereby agree as follows:

## Purpose of the agreement

The purpose of this Consortium Agreement is to specify with respect to the Project the relationship among the Parties, in particular concerning the organization of the work among the Parties, the management of the Project and the rights and obligations of the Parties concerning inter alia liability, access rights and dispute resolution.

## Responsibilities of Parties

* 1. **General principles**

Each Party undertakes to take part in the efficient implementation of the Project, and to cooperate, perform and fulfil, promptly and on time, all of its obligations under this Consortium Agreement as may be reasonably required from it and in a manner of good faith.

The Parties undertake to make every effort to implement the Project effectively and to achieve the objectives of the Project. The Parties also undertake to cooperate on the implementation pian for the results of the Project and the submission of implementation reports.

Each Party is solely responsible for carrying out its own tasks and for requesting for allocation of funds (including the work pian) as detailed in the Project Proposal.

Each Party shall provide the Coordinator with the Project documents that Coordinator needs to perform its tasks as Coordinator. Each Party is responsible for providing its documents/reports to national funding authorities.

Each Party undertakes to promptly notify the Coordinator of any significant information, fact, problem or delays that are likely to affect the Project.

Each Party shall promptly provide all information reasonably required by the Coordinator to carry out its tasks.

Each Party shall take reasonable measures to ensure the accuracy of any information or materials it supplies to the other Parties.

* 1. **Breach**

lf any Party 1s in a breach of its obligations under this Consortium Agreement (e.g. improper implementation of the project), the Coordinator or, if the Coordinator is in breach of its obligations, any of the other Parties, will give formal notice to such Party (Defaulting Party) requiring that such breach will be remedied within 30 calendar days from the date of receipt of the written notice by the Coordinator or the Party.

lf such breach is substantial and is not remedied by the Defaulting Party within that period or is not capable of remedy, the other Parties may decide on the consequences thereof which may include termination of participation of the Defaulting Party.

# Liability towards each other

* 1. **No warranties**

ln respect of any information or materials (incl. results and background) supplied by one Party to another under the Project, no warranty or representation of any kind is made, given or implied as to the sufficiency or fitness for purpose nor as to the absence of any infringement of any proprietary rights of third parties.

Therefore,

the recipient Party shall in all cases be entirely and solely liable for the use to which it puts such information and materials, and

no Party granting access rights to IPR shall be liable in case of infringement of proprietary rights of a third party resulting from any other Party exercising its access rights.

* 1. **Limitations of contractual liability**

No Party shall be responsible to any other Party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts, provided such damage was not caused by a willful act or gross negligence orby a breach of confidentiality.

For any remaining contractual liability, a Party's aggregate liability towards the other Parties collectively shall be limited to once the Party's share of the total costs of the Project provided such damage was not caused by a willful act or gross negligence.

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The terms of this Consortium Agreement shall not be construed to amenci or limit any Party's statutory liability.

* 1. **Damage caused to third parties**

Each Party shall be solely liable for any loss, damage or injury to third parties resulting from the performance of the said Party's obligations by it or on its behalf under this Consortium Agreement or from its use of results or back ground.

* 1. **Force Majeure**

No Party shall be considered to be in breach of this Consortium Agreement if it is prevented from fulfilling its obligations under the Consortium Agreement by Farce Majeure.

Each Party will notify the Coordinator of any Farce Majeure without undue delay. lf the consequences of Farce Majeure for the Project are not overcome within 6 weeks after such notification, the transfer of tasks - if any - shall be decided by the Coordinator.

# Governance structure

* 1. **General Assembly**

General Assembly is the ultimate decision-makingbody of the Consortium. The General Assembly shall consist of one representative of each Part y. The General Assembly meets at least once a year. The representative of the Coordinator is the chairperson of the General Assembly.

Any Party should be present or represented at any meeting of the General Assembly and shall participate in a cooperative manner in the meetings.

The Coordinator shall give notice in writing of a meeting to each Party and send a written agenda no later than 10 days preceding the meeting, unless otherwise agreed by the Parties.

Any agenda item requiring a decision by the Parties must be identified as such on the agenda.

Any Party may add an item to the original agenda by written notification to all of the other Parties up to S days preceding the meeting.

Meetings may also be held by teleconference or other telecommunication means.

Any decision may also be taken without a meeting if the Coordinator circulates to all Parties a written document, which is then agreed by the majority of Parties. Such document shall include the deadline for responses. The decisions will be binding after the Coordinator sends to all Parties a written notification of this acceptance .

The General Assembly shall not deliberate and decide validly unless a majority of the Parties are present or represented (quorum). lf the quorum is not reached, the Coordinator shall convene another ordinary meeting within 15 calendar days. lf in this meeting the quorum is not reached once more, the Coordinator shall convene an extraordinary meeting which shall be entitled to decide even if less than the quorum of Parties is present or represented.

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Each Party present or represented in the meeting shall have one vote.

Decisions shall be taken by a majority of the votes cast. ln case of a tie, the Coordinator shall have the casting vote.

The Coordinator shall produce written minutes of each meeting which shall be the formaI record of all decisions taken . The Coordinator shall send the minutes to all Parties within 10 calendar days of the meeting.

The following decisions shall be taken by the General Assembly:

proposals for changes of the Project

detailed scientific planning and progress monitoring, exploitation and protection of project results

entry of a new Party to the consortium and approval of the settlement on the conditions of the accession of such a new Party

withdrawal of a Party from the consortium and the approval of the settlement on the conditions of the withdrawal

identification of a breach by a Party of its obligations under this Consortium Agreement remedies to be performed by a Defaulting Party

termination of a Defaulting Party's participation in the consortium and measures relating thereto

* 1. **The Coordinator, other managers**

The Coordinator is the supervisory body for the execution of the Project which shall report to and be accountable to the General Assembly. The Coordinator is also acting as the intermediary between the Parties. The Coordinator shall, in addition to its responsibilities as a Party, perform the tasks assigned to it as described in this Consortium Agreement.

ln particular, the Coordinator shall be responsible for:

coordination of the Project

quality and innovation management

monitoring compliance by the Parties with their obligations collecting, reviewing to verify consistency and submitting reports

transmitting documents and information connected with the Project to any other Parties concerned

The Coordinator shall not be entitled to act or to make legally binding declarations on behalf of any other Party or of the consortium, unless explicitly stated otherwise by the Parties concerned.

The Coordinator will be assisted by the Project Manager, Work Package Leaders and CommUnication and Dissemination Manager.

The **Project Manager** will be UWB. lt will be responsible for administrative and financial aspects and the day-to-day management (monitoring budget control, performance monitoring, reporting, project logistics, project administration, etc.).

The **Work Package Leaders** will be the technical coordinators ofthe Work Packages and their activities, and the specialist in the corresponding fields. At the beginning of each Work Package, the Parties involved will define in detail the content of each task and deliverable, methods, time slots and

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responsibilities. The Work Package Leader shall chair their own work package meetings, coordinate the timely achievement of deliverables and milestones of the WP and shall communicate their achievement to the Coordinator and the Consortium.

The **Communication and Dissemination Manager** will be WP 8 leader - VZU. lt will be responsible for the production and implementation of the Projecťs communication and dissemination pian (deliverable of WP 8).

The Consortium will be complemented by an **lndustrial Advisory Board,** whose role is to provide expert advice from an industrial point of view and to promote contact with the business community.

## S. Financial provisions

The budget for the implementation of the Project and the costs of each Party to implement the project are set out in the Project proposal.

Each Party shall bear its own costs occurred in connection with the implementation of the Project unless such costs are funded by the National Funding Aut horities. For the Czech Parties, the National Funding Authority is Technology Agency of the Czech Republic (TA CR), for the German/ Saxonian Parties, the National Funding Authority is Sachsisches Staatsministerium fur Wissenschaft und Kunst **(SMWK).**

Separate agreements regarding the funding of the tasks of the parties carried out in accordance with Project shall be signed between the relevant Parties and the National Funding Authorities.

ln accordance with its own usual accounting and management principles and practices, each Party shall be solely responsible for justifying its costs with respect to the Project towards the National Funding Authority. Neither the Coordinator nor any of the other Parties shall be in any way liable or responsible for such justification of costs towards the National Funding Authority.

* 1. **Results**

## Results and Background

**Results** means any (tangible or intangible) output of the research and development such as data, knowledge or information - whatever its form or nature, whether it can be protected or not - that is generated in the Project, as well as any rights attached to it, including intellectual property rights.

The Parties shall regularly inform each other about their respective research results and work progress and shall exchange interim and final reports prepared by them in accordance with their grants.

Results are owned by the Party that generates them.

Two or more Parties own Results jointly if they have jointly generated them. The co-ownership share of the Result is determined by the ratio of the parties' creative contributions to achieving the Result, the value of the background and the value of other resources necessary to achieve the result.

The joint owners must agree (in writing) on the terms of exercise of their joint ownership (joint ownership agreement).

Unless otherwise agreed in the joint ownership agreement:

joint owner may not transfer the Results or grant licenses to third parties without prior written consent of the other joint owner(s), the other joint owner(s) must receive fair and reasonable compensation;

each of the joint owners shall be entitled to use their jointly owned Results for non-commercial research activities on a royalty-free basis, and without requiring the prior consent of the other joint owner(s);

Any joint owner commercially using the jointly owned Results is obliged to provide fair and reasonable financial compensation to the other joint owner(s).

The Parties are obliged to secure adequate protection of the Results in accordance with the regulations of intellectual property law. The Parties shall assist each other in the preparing applications for the protection. The Parties shall share, in proportion to their co-ownership shares, the costs associated with submitting applications for the protection of the Results.

* 1. **Pre-existing Knowledge (Background)**

Pre-existing knowledge (Background) means any data, know-how or information - whatever its form or nature (tangible or intangible), including any rights such as intellectual property rights - that is held by the Parties before they acceded to this Consortium Agreement, and that is needed to implement the Project.

ln Attachment No. 1, the Parties have identified and agreed on the Background for the Project and have also, where relevant, informed each other that Access to specific Background is subject to legaI restrictions or limits.

* 1. **Access Rights to Results and Background**

The Parties grant each other rights to use (Access Rights) - on a royalty-free basis - the Background and the Results to implement the Project only.

Any Access Rights granted expressly exclude any rights to sublicense unless expressly stated otherwise .

Results and Background shall be used only for the purposes for which Access Rights to it have been granted.

Access Rights to Results if needed for exploitation of a Party's own Results shall be granted on fair and reasonable conditions.

Access Rights to Background if needed for exploitation of a Party's own Results, including for commercial research on behalf of a third party, shall be granted on fair and reasonable conditions .

# Non-disclosure of information, publications

* 1. **Confidentiality**

Ali information in whatever form or mode of communication, which is disclosed by a Party (the "Disclosing Party") to any other Party (the "Recipient") in connection with the Project during its implementation and which has been explicitly marked as "confidential" at the time of disclosure, or when disclosed orally has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 calendar days from oral disclosure at the latest as confidential information by the Disclosing Party, is "Confidential lnformati on".

The Recipients hereby undertake for a period of 4 years after the end of the Project :

Not to use Confidential lnformation otherwise than for the purpose for which it was disclosed; not to disclose Confidential lnformation without the prior written consent by the Disclosing Party;

to ensure that internaI distribution of Confidential lnformation by a Recipient shall take place on a strict need-to-know basis; and

to return to the Disclosing Party, or destroy, on request all Confidential lnformation that has been disclosed to the Recipients including all copies thereof and to delete all information stored in a machine readable form to the extent practically possible. The Recipients may keep a copy to the extent it is required to keep, archive or store such Confidential lnformation because of compliance with applicable laws and regulations or for the proof of on-going obligations provided that the Recipient comply with the confidentiality obligations herein contained with respect to such copy for as long as the copy is retained.

The recipients shall be responsible for the fulfilment of the above obligations on the part of their employees or third parties involved in the Project and shall ensure that they remain so obliged, as far as legally possible, during and after the end of the Project and/or after the termination of the contractual relationship with the employee or third party.

The above shall not apply for disclosure or use of Confidential lnformation, if and in so far as the Recipient can show that:

the Confidential lnformation has become or becomes publicly available by means other than a breach of the Recipienťs confidentiality obligations;

the Disclosing Party subsequently informs the Recipient that the Confidential lnformation is no longer confidential;

the Confidential lnformation is communicated to the Recipient without any obligation of confidentiality by a third party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidentiality to the Disclosing Party;

the Confidential lnformation, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party;

the Confidential lnformation was already known to the Recipient prior to disclosure, or

the Recipient is required to disclose the Confidential lnformation in order to comply with applicable laws or regulations or with a court or administrative order.

The Recipient shall apply the same degree of care with regard to the Confidential lnformation disclosed within the scope of the Project as with its own confidential and/or proprietary information, but iri no case less than reasonable care

Each Party shall promptly advise the other Party in writing of any unauthorized disclosure, misappropriation or misuse of Confidential lnformation after it becomes aware of such unauthorized disclosure, misappropriation or misuse.

lf any Party becomes aware that it will be required, or is likely to be required, to disclose Confidential lnformation in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure

notify the Disclosing Party, and

comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the informat ion .

### Publications

Each Party is entitled to issue publications that do not contain any confidential information or Results or Background of other Parties without the consent of the other Parties.

Publications containing confidential information and/or Results and/or Background of another Party shall require the latter's prior written consent (email is sufficient) and must be submitted to that Party prior to the publication. With respect to joint Results, consent may not be unreasonably withheld or delayed. lf no objection is made within 30 calendar days after receipt of the notice, the publication is permitt ed.

Any disclosure or notification obligations by the Parties to a Funding Authority shall remain unaffected.

# Term and Termination

This Agreement will come into farce on the date of the signature by all Parties. This Agreement will terminate on 3151 May 2027 .

Each Party may terminate its participation in the Project subject to a three-month period of notice for good cause only. For the purposes of this Agreement the good cause is where further co-operation has become impossible or ineffective, funding has been significantly reduced or in the event of a material breach of this Agreement by another Party. Upon decision of the General Assembly, the Parties may terminate the participation of the Defaulting Party in the Project by written notice as of the date of its delivery. ln the event of termination, the respective funding authority shall be notified about the withdrawal from the Project.

This Consortium Agreement shall continue in full farce and effect until complete fulfilment of all obligations undertaken by the Parties under the Project and under this Consortium Agreement.

lf the project is not selected for funding by the National Funding Authorities under the M-ERA.NET Program, this Consortium Agreement shall automatically terminate, subject to the provisions surviving the expiration or terminati on.

The provisions relating to Access Rights, Dissemination and confidentiality, for the time period mentioned therein, as well as for liability, applicable law and settlement of disputes shall survive the expiration or termination of this Consortium Agreement.

Termination shall not affect any rights or obligations of a Party leaving the Consortium incurred prior to the date of termination, unless otherwise agreed by all the Parties. This includes the obligation to provide all input, deliverables and documents for the period of its parti cipati on.

# Miscellaneous

No Party shall be entitled to act or to make legally binding declarations on behalf of any other Party or of the Consortium. Nothing in this Consortium Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formaI business grouping or entity between the Parties.

No rights or obligations of the Parties arising from this Consortium Agreement may be assigned or transferred, in whole or in part, to any third party without the other Parties' prior forma! approval. Amendments and modifications to the text of this Consortium Agreement require a separate written agreement to be signed by all Parties.

This Consortium Agreement is drawn up in English, which language shall govern all documents, notices, meetings, arbitra! proceedings and processes relative thereto.

This Consortium Agreement shall be construed in accordance with and governed by the laws of Czech Republic excluding its conflict of law provisions.

The Parties shall endeavor to settle their disputes amicably.

Any dispute, controversy or claim arising under, aut of or relating to this contract and any subsequent amendments of this contract shall be submitted to the General Assembly.

Ali disputes arising aut of or in connection with this Consortium Agreement, which cannot be or have not been solved amicably orby the General Assembly, shall be finally settled by the competent court of Czech Republic.

# Attachment

Attachment No. 1: The Background

# Signatures

### AS WITNESS:

The Parties have caused this Consortium Agreement to be duly signed by the undersigned authorized representatives in separate signature pages the day and year first above written.

Plzeň, ........................

**Západočeská univerzita v Plzni (University of West Bohemia)**

Mittweida, ..........................

**HOCHSCHULE MITIWEIDA {Mittweida University of Applied Sciences)**

Plzeň, ........................

### Výzkumný a zkušební ústav Plzeň s\_,r.o.

Praha, ........................

**Ústav fyziky plazmatu AV ČR, v. v.** i. **(Institute of Plasma Physics of the CAS}**

**Attachment 1: Background included**

According to the Rules for Participation (Art. 2), Background is defined as "any data, know-how or information [...], which is: (i) held by participants prior to their accession to the action; (ii) needed for carrying out the action or for exploiting the results of the action; and (iii) identified by the participants [...]" . Because of this need, Access Rights have to be granted in principie, but Parties must identify and agree amongst them on the Background for the project. This is the purpose of this attachment.

### PARTY 1

As to **Západočeská univerzita v Plzni,** it is agreed between the Parties that, to the best of their knowledge the following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

|  |  |  |
| --- | --- | --- |
| Describe Background | Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement) | Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement) |
| Patent pending on shifted LST, CZ2017754, DEI 12015006574.1, US10160229 | The patents and software shall be used by the other project partners in form of simple user licenses and only during the project duration. | For the purposes and duration of the joint project, the project partners grant each other a non- exclusive, non-transferable and royalty-free right ofuse and exploitation ofthe work results , including inventions, arising from the implementation of the joint project. For purposes outside of the joint project and after completion ofthe joint project, the partners make a separate agreement. |
| Patent pending on control of laser micromachining by IR measurement , CZ202 l l 86 |
| LaserControl software to control laser sources and scanning optics |
| LabIR software for passive and active thermography measurements |
| Knowledge on technological procedure and parameters to produce specific surface texture | Free access to all published background IP. Free utilization of unpublished IP for the other project partners for research purposes and project solving under strict non-disclosure and only during the project duration. |
| Knowledge in the IR-detector and spectrometer measurements in laser processes, fast temperature measurements, calibration methods |

Ali background and all inventions, patents and work results of Západočeská univerzita v Plzni outside the scope of development and research of the working group of Pro f . Honner are excluded for the other beneficiaries of this project.

No other access rights than the ones mentioned above are given to any of the beneficiaries for any IP assets held by Západočeská univerzita v Plzni.

This represents the status at the time of signature of this Consortium Agreement.

**PARTY 2**

As to **Hochschule Mittweida,** it is agreed between the Parties that, to the best of their knowledge the following background is hereby identified and agreed upon for the Project . Specific limitations and/or conditions, shall be as mentioned hereunder:

|  |  |  |
| --- | --- | --- |
| Describe Background | Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement) | Specific limitations and/or conditions for Exploitation (Article  25.3 Grant A!rreement) |
| Patent on ultrafast polygon based |  |  |
| laser processing |  |  |
| German patent DE 1O 2007 057  129 84  ~~Patent pending on use~~, procedure and set-up for high-power GHz USP laser materials ablation German patent DE 102017 009  001.7 | The patent shall be used by the other beneficiaries in form of simple user licenses and only during the project duration. | For the purposes and duration of the joint project, the project partners grant each other a non- exclusive, non-transferable and royalty-free right ofuse and exploitation ofthe work results, including inventions , arising from |
|  |  | the implementation of the joint |
|  |  | project. For purposes outside of |
| Knowledge on technical use and optimum laser parameter settings for efficient ultrafast and high- power laser material ablation and surface texturing | Free access to all published background IP. Free utilization of unpublished IP for the other project partners for research purposes and project solving under strict non- disclosure and only during the project duration. |
| the joint project and after |
| completion of the joint project, the |
| partners make a separate |
| agreement. |

Ali background and all inventions, patents and work results of Hochschule Mittweida outside the scope of development and research of the working group of Prof. Dr. Loschner are excluded for the other beneficiaries of this project.

No other access rights than the ones mentioned above are given to any of the beneficiaries for any IP assets held by Hochschule Mittweida.

This represents the status at the time of signature of this Consortium Agreement.

**PARTY 3**

As to **Výzkumný a zkušební ústav Plzeň s.r.o.,** it is agreed between the Parties that, to the best of their knowledge the following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

|  |  |  |
| --- | --- | --- |
| Describe Background | Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement) | Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement) |
| Knowledge on procedures and process parameters of HVOF deposition technology. | Free access to all published background IP. Free utilization of unpublished IP for the other project partners for research purposes and project solving under strict non-disclosure and only during the project duration. | For the purposes and duration of the joint project, the project partners grant each other a non- exclusive, non-transferable and royalty-free right ofuse and exploitation ofthe work results, including inventions, arising from the implementation ofthe joint project. For purposes outside of the joint project and after completion ofthe joint project, the partners make a separate agreement. |
| Knowledge on the evaluation techniques of HVOF coatings |

Ali background and all inventions, patents and work results of Výzkumný a zkušební ústav Plzeň s.r. o. outside the scope of development and research of the working group of Dr. Šárka Houdková are excluded for the other beneficiaries of this project .

No other access rights than the ones mentioned above are given to any of the beneficiaries for any IP assets held by Výzkumný a zkušební ústav Plzeň s.r.o„

This represents the status at the time of signature of this Consortium Agreement.

**PARTY 4**

As to **Ústav fyziky plazmatu AV ČR, v. v. i.,** it is agreed between the Parties that, to the best of their knowledge the following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

|  |  |  |
| --- | --- | --- |
| Describe Background | Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement) | Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Afil"eement) |
| Knowledge on procedures and process parameters of WSP-H deposition technology using metallic refractory powders and suspensions /soluti ons | Free access to all published background IP. Free utilization of unpublished IP for the other project partners for research purposes and project solving under strict non-disclosure and only during the project duration . | For the purposes and duration of the joint project, the project partners grant each other a non- exclusive, non-transferable and royalty-free right ofuse and exploitation ofthe work results , including inventi ons, arising from the implementation of the joint project. For purposes outside of the joint project and after completion of the joint project, the partners make a separate agreement. |
| Knowledge on the advanced evaluation techniques ofplasma sprayed coatings |

Ali background and all inventions, patents and work results of Ústav fyziky plazmatu AV ČR, v. v. i. outside the scope of development and research of the working group of Dr. Jiří Matějíček are excluded for the other beneficiaries of this project.

No other access rights than the ones mentioned above are given to any of the beneficiaries for any IP assets held by Ústav fyziky plazmatu AV ČR, v. v. i..

This represents the status at the time of signature of this Consortium Agreement.