

**COOPERATION AGREEMENT
FOR THE RESEACH PROJECT “FUTURE MUSEUM PHASE II”**

between

MUSEUM BOOSTER GmbH,
Lichtensteinstraße 25/DG, 1090 Vienna, Austria
– hereinafter referred to as Contractor –

and

MUSEum+
Maltézské náměstí 1, 118 01, Prague, Czech Republic
– hereinafter referred to as Project Partner –

Preamble

As part of the joint research project "Future Museum Phase II", the Contractor concludes a cooperation agreement with the Project Partner and, separately, cooperation agreements with various other involved museums, companies and institutions (hereinafter collectively referred to as Project Team Members).

1 Subject matter

The subject matter of this agreement is the implementation of the research phase 2022 to 2023 of the joint project "Future Museum Phase II" according to the project description (Annex A, which forms an integral part of this agreement).

2 Duration

2.1 Research phase 2022 to 2023

Research phase II (two) will extend over a 24 month period. It starts on 1 January 2022 and ends on 31 December 2023.

2.2 Commissioning

By signing this agreement, the Contractor will be commissioned by the Project Partner to carry out the research phase 2022 to 2023.

2.3 Research timeframe

If the Contractor realises that the planned time frame is insufficient for the individual research phases they will submit a written suggestion for a mutually agreed upon extension of the research timeframe to the Project Partner.

3 Contribution of the Project Partner

In the project phase 2022 to 2023, the Project Partner provides a contribution of Euro 6,250 per annum (i.e. for each twelve months) plus the applicable value added tax to the Contractor.

The project financing by the Project Team Members includes pro rata costs for project coordination, scientific staff, scientific assistants, participation of max. one representative of the Project Partner in physical meetings, as well as travel expenses, fees and other costs & expenses of the project organisers and speakers in connection with meetings and presentations. The remuneration is due accordingly in instalments:

- Euro 3,125 as of 1 December 2021
- Euro 3,125 as of 1 June 2022
- Euro 3,125 as of 1 December 2022
- Euro 3,125 as of 1 June 2023

All payments are due free of any deduction and shall be paid to the account stated in the invoice by the Contractor.

4 Rights to the results

4.1 Project results

The research and development results will be made available to the Project Partner after completion of the work according to the project description.

The Project Partner receives a non-exclusive, worldwide, free-of-charge right to use the in-copyright and out-of copyright results stemming from the collaborative research project for the intended purpose of the agreement and formulated in the project description. This agreement does not grant further rights of use and exploitation of the results.

4.2 Use of the logo

The Project Partner receives permission to use the logo of the Future Museum project presented above in publications, websites, etc. during the term of the cooperation project (and beyond for a period of twelve months after the termination of the cooperation project). After expiry of this period, the Project Partner is still allowed to use the Future Museum logo until revoked by the Contractor, as long as it is indicated that the cooperation was in the past (e.g. logo with additional text "Project Partner 2022 until 2023").

The Project Partner is obliged to ensure that the Contractor is not seen as the manufacturer of a product mentioned or advertised in such a publication and cannot be seen as the publisher of such publication or otherwise can be held liable for such publication. The Project Partner hereby exempts the Contractor from all claims by third parties based on (non-contractual) use of the Future Museum logo by him.

4.3 Protective rights of third parties

The Contractor will inform the Project Partner without delay on any protective rights by third parties, known to him during the execution of the project, which may conflict with the use agreed-upon in accordance with section 4.1. The Project Team Members will decide by mutual agreement in which way these protective rights will be taken into account in the further execution of the agreement.

The Contractor is liable for the infringement of third-party protective rights on the condition of clause 6 if they violate their duty to inform. In addition, the liability of the Contractor, their legal representatives or vicarious agents in the case of conflicting protective rights of third parties is excluded.

5 Warranty

The Contractor assumes no responsibility for the actual achievement of the intended goal of the project. The Contractor's warranty covers the application of scientific care and compliance with the accepted rules of technology. The Contractor is entitled to remedy any defects within a reasonable period of time. If the rectification fails, the Project Partner is entitled, at their discretion, to demand a reduction of the fee or, in the case of substantial defects, to cancel the agreement. Further warranty claims are excluded.

6 Liability

The liability of the Contractor and its legal representatives and vicarious agents from breaches of duty and offences is limited to intent and gross negligence, except in the case of breach of essential contractual obligations (cardinal obligations). In this case, the liability of the Contractor as well as their legal representatives and vicarious agents (even in case of slight negligence) is limited in total to a total amount in the amount of the order value according to clause 3. In any case, liability is limited to foreseeable, immediate damage. The limitations of sentences 1 and 2 shall not apply to damage resulting from injury to the body, life or health.

7 Limitation

The claims of the Project Partner for breach of duty and offences shall lapse after twelve months. This does not apply if the Contractor is liable due to intent.

8 Confidentiality

The Contractor and the Project Partner shall notify each other of any information of a technical or commercial nature declared to be confidential and identified as such or recognisable as such from the point of view of an objective third party. This information should not be made available to third parties for the duration of this agreement and three years after the termination of the agreement.

This does not apply to information,

- (i) which is generally accessible,
- (ii) which was already known without confidentiality obligation or is publicly accessible,
- (iii) which was independently developed by an employee of the other subcontractor who had no knowledge of the information provided,
- (iv) which was received from an authorised third party without confidentiality obligation or
- (v) whose confidentiality the Contractor or the Project Partner has waived in writing.

Third parties under that provision are neither other project subcontractors (e.g. the Fraunhofer Institute for Industrial Engineering - hereinafter referred to as Fraunhofer IAO, other Fraunhofer institutes and their subcontractors, respectively), which were entrusted by the Contractor with partial services, nor other subcontractors which are involved in the joint project and were obliged to secrecy.

The obligations of this section shall apply for a period of three years from the date of signature of this agreement.

9 Publications

9.1 Publications by the Contractor

The Contractor and their subcontractors are entitled to make scientific publications on the results achieved in the framework of the collaborative project, provided no legitimate interests of the Project Partner (especially confidentiality interests) are violated. In addition, coordination with the Project Partner is required.

9.2 Publications by the Project Partner

The Project Partner is entitled, after prior agreement with the Contractor, to publish the work results free-of-charge, naming the author and the Contractor as well as the subcontractors involved (in particular the participating Fraunhofer Institute). The coordination should consider that dissertations, diploma or patent applications, etc., are not affected. An explicit statutory approval obligation by the Contractor is not justified hereby.

10 Use in advertising

10.1 Advertising

For the purposes of advertising, the Project Partner may use the results of the joint project, including excerpts or content shortened, naming the Contractor and, where appropriate, subcontractors only with their consent. The Contractor will not refuse unreasonably their consent.

10.2 Use of images

The Project Partner irrevocably grants the Contractor the unrestricted right to create or have created illustrations of the objects assigned within the scope of this agreement in the form of photographs, digital media or other media, as well as these illustrations for use on any medium, such as: print, internet, radio, film and/or usage by any third party, provided this does not infringe upon data protection laws in regards to personal data.

11 Termination

11.1 Termination periods

The Project Partner and the Contractor are entitled to terminate the agreement for good cause with immediate effect (e.g. for the reason of non-payment of remuneration despite reminder and extension of time, insolvency of a contracting party).

11.2 Project results and reimbursement

After effective termination or regular termination of the contractual relationship, the Contractor will hand over to the Project Partner the result achieved within four weeks. The Project Partner is obliged to reimburse the Contractor for the costs incurred by the date the termination of the contract takes effect. Staff costs will be reimbursed according to time. In case of a contract termination due to a fault of one of the contracting parties, claims for damages remain unaffected.

12 Inclusion of additional project partners

The Contractor has the right to include further project partners in the joint project "Future Museum Phase II" after consultation with the existing Project Team Members. The Project Team Members can only veto the admission of new project partners for a good cause.

13 Miscellaneous

13.1 Contractual amendment

Changes of the contract and ancillary agreements are only effective if in writing.

13.2 Cooperation with Fraunhofer IAO und IAT

The research for the project will be carried out by Fraunhofer Institute for Industrial Engineering (Fraunhofer IAO), as well as the Institute for Work Science and Technology Management (IAT) at the University of Stuttgart, which is affiliated with Fraunhofer IAO through separate contracts, plus possibly by other third-party institutions. The Project Partner declares their agreement by commissioning the project.

13.3 Corruption prevention

The Project Partner undertakes to refrain from any influence on decisions of the employees of the Contractor or other third parties by offering or granting benefits.

13.4 Invalid provisions

Should a provision of this agreement be invalid or become invalid, this does not affect the validity of the agreement otherwise. The contracting parties are obliged to replace the invalid provision by a regulation that is economically similar to the result.

13.5 Data protection

As part of the "Future Museum Phase II" research project, the Contractor and the Project Partner collect and process the data of their own contact persons and project staff and those of the contracting party both for the duration of the cooperation agreement and subsequently in connection with the research project. The collecting and processing of data takes place in connection with the project's implementation, the publication of the project's results and the project's follow-up (in particular in connection with the appropriate archiving) according to the project description. It includes personal data as part of the project results or accompanying project documents. Each contractual partner undertakes the obligation to inform the employees and contact persons involved about any rights according to the GDPR and/or the Data Protection Act. Personal data of third parties will only be recorded to the extent required and will be anonymised as much as possible in the preparation of the research results. Information about data processing to third parties is provided by the contracting party which establishes initial contact with the third party.

13.6 Applicable law

The law of the Republic of Austria applies, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

13.7 Place of fulfilment

Place of fulfilment for services and payments is Vienna.

13.8 Entry into force of the contract

The agreement enters into force with the signing.

Ostrava,

Project Partner

MUSEum+

PhDr.
Jaroslav
Dvořák

Digitálně podepsal
PhDr. Jaroslav
Dvořák
Datum: 2021.11.24
09:20:59 +01'00'

Signature

Name: Jaroslav Dvořák

Position: Director

Vienna, *21.12.2021*

Contractor

MUSEUM BOOSTER GmbH

S. Widmann

Signature

Sofia Widmann

Managing Partner