

PARTNERSHIP AGREEMENT

The Parties:

Name: **Brno University of Technology** (hereinafter the "**BUT**")
With its seat at: Antonínská 548/1, 601 90 Brno
For the component part: **Faculty of Information Technology of the BUT** (hereinafter the "**FIT BUT**")
With its seat at: Božetěchova 1/2, 612 66 Brno (mailing address)
Represented by: Prof. Dr. Ing. Pavel Zemčík, Dean of the Faculty
Id. No.: 00216305
Tax Id. No.: CZ00216305
Bank details: Komerční banka a.s., account No.: 27-8684040287/0100
(hereinafter the "**FIT BUT**")

and

Name: **Espressif Systems (Czech) s.r.o.**
Registered office: Holandská 878/2, Štýřice, 639 00 Brno
Registration in the Commercial Register: at the Regional Court in Brno, C 101956
Represented by: Teo Swee Ann, statutory representative
Id. No.: 06413731
Tax Id. No.: CZ06413731
(hereinafter the "**Partner**")

hereby enter, pursuant to Section 1746 (2) of Act No. 89/2012 Coll., the Civil Code, as amended, into this Partnership Agreement (hereinafter the "**Agreement**"):

Whereas co-operation with the industry in education, research and development and other areas is a key priority for the BUT's strategic plan, and the Partner is a company that is interested in co-operating with the FIT BUT in the abovementioned areas, the Parties enter into this Agreement.

Article I.

Subject of the Agreement

1. Under the terms and conditions defined in this Agreement and the Terms of the Partner Programme of the FIT BUT (hereinafter the "**Terms**"), the FIT BUT agrees to enable the Partner to participate in the Partner Programme, i.e. to provide the FIT BUT with the services defined below.
2. The Partner agrees to pay the annual membership contribution for participation in the Partner Programme of the FIT BUT based on the type of partnership under the Terms.

**Article II.
Type of Partnership and Membership Contribution**

1. The Partner hereunder becomes:

SILVER PARTNER

2. For the membership, the Partner agrees to pay a membership contribution in the amount of:
CZK 140 000 excl. VAT

**Article III.
Additional Performance**

1. The Partner may also ask to be provided with other or additional services beyond the scope of the services provided within the Partner's type of partnership. These services shall be provided on the basis of prior written agreement of the Parties, specifying their scope and subject. If the capacity of the FIT BUT does not permit this, such a service need not to be provided.

**Article IV.
Payment Terms**

1. The annual membership contribution under Article II of this Agreement shall be paid by the Partner of the FIT BUT on the basis of a duly issued tax receipt (hereinafter an "invoice").
2. In accordance with Act No. 235/2004 Coll., on value added tax, as amended (hereinafter the "VAT Act"), the FIT BUT shall add VAT to the invoiced amount excl. VAT.
3. Each invoice shall comprise all the statutory requisites and shall be issued within 30 days of execution of the Agreement. Each invoice shall be payable within 30 days of the date of its delivery to the Partner.

**Article V.
Term of the Agreement**

1. This Agreement is concluded for a fixed term, specifically for the period from the date of execution hereof to 31st December 2022.
2. This Agreement may be terminated by written agreement of the Parties. The agreement on termination of this Agreement must include the date on which this Agreement terminates and the manner of mutual settlement of the rights and obligations of the Parties.
3. Each of the Parties may terminate this Agreement without giving reasons by a three-month notice, where the notice period commences on the first day of the month following after the month in which the notice was delivered to the other Party. The notice must be made in writing.
4. If the Partner breaches the provisions of this Agreement or the Terms, the FIT BUT may withdraw from the Agreement with immediate effect.
5. The Partner acknowledges that in case of termination of the Agreement pursuant to paragraphs 3 and 4 of this Article, the Partner will not become entitled to reimbursement of a proportional part of the membership contribution, regardless of the volume of the services used.

**Article VI.
Student Work**

1. If the Partner makes use of the option to announce a Student Work, the Partner acknowledges its duty to ensure the continuity of professional consultations (by commissioning a suitable person) for officially assigned Student Works even in case of expiry or termination of the Agreement, unless the Parties agree otherwise in writing.

2. The Partner acknowledges that a Student Work has the nature of an academic work pursuant to Act No. 121/2000 Coll., the Copyright Act, as amended, with all the consequences both for its copyright status and for the rights of the FIT BUT to use it.
3. The authors of Student Works assigned based on a topic announced by the Partner can enter into an agreement on any further use with the Partner unless such an agreement would limit the rights of the FIT BUT.

**Article VII.
Final Provisions**

1. The following Annexes shall form an integral part of this Agreement:

a) Annex 1 – The Terms of the Partner Programme of the FIT BUT

The Parties agree that in case of any inconsistencies or contradictions, the provisions of the Agreement take precedence over any annexes to the Agreement. Furthermore, the Parties agree that in case of any inconsistencies or contradictions between individual annexes, the annex whose numerical designation specified in this paragraph is lower, shall prevail.

2. The contact persons for matters related to this Agreement are:

For the FIT VUT: XXX, Tel. No.: XXX, e-mail: xxx@fit.vutbr.cz

For the Partner: XXX, Tel. No.: XXX, e-mail: xxx@espressif.com

3. By execution hereof, the Parties confirm that they are aware that this Agreement is subject to publication pursuant to Act No. 340/2015 Coll., on the Contracts Register, as amended. Its publication in the Contracts Register shall be ensured by the FIT BUT.
4. This Agreement enters into force upon its execution by both Parties. The Parties acknowledge that this Agreement enters into effect not earlier than on the date of publication of the Agreement in accordance with the Contracts Register Act.
5. The Parties declare that they do not consider the facts specified in this Agreement to be commercial secrets and grant their consent to their use and publication without any further conditions.
6. The Parties agree to resolve any variances by agreement. Only if the Parties are unable to reach agreement, the matter shall be resolved by the court having substantive jurisdiction under Act No. 99/1963 Coll., the Code of Civil Procedure, as amended, before the court having substantive jurisdiction within whose district the seat of the FIT BUT is located.
7. This Agreement is executed in two (2) original counterparts, one for each of the Parties.
8. Having carefully read this Agreement, the Parties declare that they agree with its contents and that the Agreement has been drawn up on the basis of true information and their true and free will, and not under duress and strikingly unfavourable conditions. In witness thereof, the Parties affix their respective signatures.

In Brno, on 12.5.2022

In Brno, on behalf of Teo Swee Ann,
XXX
11.5.2022

Prof. Dr. Ing. Pavel Zemčík
Dean of the FIT BUT
For the FIT BUT

Teo Swee Ann
Statutory representative
For the Partner

THE TERMS OF THE PARTNER PROGRAMME OF THE FIT BUT

Article I.

General Provisions

1. These Terms of the Partner Programme of the FIT BUT (hereinafter the “Terms”) govern the relationship between a participant of the Partner Programme of the FIT BUT (hereinafter the “Partner”) and the Faculty of Information Technology of Brno University of Technology, Id. No.: 00216305, with the seat of the faculty at: Božetěchova 1/2, 612 66 Brno (hereinafter the “FIT BUT”).
2. Both the FIT BUT and the Partner are aware of the importance of co-operation between the University and industry entities, where:
 - a) scientific and research activities of academicians, researchers and/or doctoral students are very beneficial for the industrial partner, especially in searching for or verifying the capabilities of new information technologies and their applications, implementing innovative technologies for new products, professional consulting, etc.
 - b) the quality of graduates/engineers is crucial for the industrial partner and it is in the partner’s best interest to motivate and support students to make the most of their education and development by: the professional level of co-operation with students; offering internships and professionally interesting jobs; motivating students to study abroad; inspiring students to develop creatively and implement their own projects; supporting the participation of students in various contests, conferences, etc. or supporting the funding of outstanding students (scholarships), etc.
3. **Co-operation with the Partner is always based on the common interest of the FIT BUT and the Partner, i.e. finding specialised topics of common interest** both in teaching and research and development.

Article II.

Definitions

1. **FIT BUT** means the Faculty of Information Technology of Brno University of Technology, which is a component part of the Brno University of Technology (hereinafter the “BUT”), with its seat at: Antonínská 548/1, 601 90 Brno, Id. No.: 00216305, entity established under Act No. 111/1998 Coll., on institutions of higher learning and amending and supplementing other laws (hereinafter the “Act on Institutions of Higher Learning”), not registered in the Commercial Register. On the basis of Section 24 of the Act on Institutions of Higher Learning and in accordance with Section 43 of the BUT Statute, the FIT BUT is authorised to act on behalf of BUT. The Dean of the FIT BUT represents the BUT on the basis of statutory authorisation under Section 28 of the Act on Institutions of Higher Learning.
2. **Partner** means a company which enters into a Partnership Agreement (hereinafter the “**Agreement**”) on the basis of which it will be able to use the status of “Partner of the FIT BUT” along with associated services stipulated by the Agreement and the Terms.
3. **Student Work** means any seminar work, Bachelor’s thesis, Master’s thesis, doctoral thesis, project or other works assigned to the students of the FIT BUT as a part of performance of their study duties.
4. **Guarantor for the FIT BUT** is a member of the academic staff of the FIT BUT, which guarantees the professional level of cooperation.
5. **Contact person for the FIT BUT** is the guarantor for the FIT BUT or an employee of the FIT BUT responsible for communication with the Partners and listed as a contact person in the Contract.

Article III.
Types of Partnership

1. A company shall become a Partner upon execution of the Agreement and payment of an annual membership contribution. The annual membership contribution (see table below) covers performances included within the corresponding type of partnership.

Partnership levels	Bronze Partner	Silver Partner	Gold Partner
The amount of the annual membership contribution	CZK 60,000	CZK 140,000	CZK 300,000

2. Based on the Partner's request, the Partner may be provided with a discount (max. 50 %) from the annual membership contribution, depending on the amount of contract research or grant research activities carried out with the Partner.
3. FIT BUT may grant a special type of partnership, the so-called "Start Partner" with an annual membership contribution of CZK 1,000 for the status of FIT BUT Partner.
4. Within the framework of its membership, the Partner shall acquire the right to a performance based on the level of its partnership, see table below:

	Partnership levels	Bronze Partner	Silver Partner	Gold Partner
List of performance	Student Work ¹	3	6	10
	Meeting with representatives of FIT BUT ²	✓	✓	✓
	Seminars of professional groups ³	✓	✓	✓
	Placement of the Partner's logo on the FIT BUT website	✓ (small)	✓ (medium)	✓ (large)
	Inclusion of a Partner's logo in the FIT BUT annual report	✓ (small)	✓ (medium)	✓ (large)
	Placement of the Partner's logo on the panel of Partners ⁴	✓	✓	✓
	Promotion of employment ⁵ traineeship offers / job offers	1 / 1	2 / 2	4 / 4
	Organization of specialized seminars ⁶	1	2	4
	Promotion and presentation of the Partner's professional activities on FIT information channels ⁷	2 per year	3 per year	4 per year
	Partnership to participate in faculty and student events	by choice	by choice	by choice
	Cooperation in the field of education according to Article IV. of these Terms	✓	✓	✓

¹ In cooperation with the FIT Guarantor, there is a possibility to prepare and assign Student Work.

² An annual event, usually held in the fall, where Partners will meet with representatives of the FIT BUT.

³ Invitation to seminars of expert groups and invited local and foreign lectures.

⁴ Depending on the possibilities, the panel will be located in busy parts of the faculty.

⁵ Promotion of traineeships/job offers - electronically (web portal of traineeships and job offers, sending to the weekly FIT BUT newsletter) and on bulletin boards at FIT BUT.

⁶ The possibility of organizing specialized seminars for FIT BUT students and staff.

⁷ On social networks, websites, in the newsletter, etc., information on joint events for students, medallions of employees - graduates, etc.

Article IV.

Possibilities of partnership cooperation in the field of education

1. Cooperation in the field of education within the partnership may be carried out, for example, in the following activities:
 - a) participation in events
 - i. the framework of cooperation and the amount of the contribution is determined by the conditions of the event,
 - ii. the events have two important levels of partnership - general and main. The number of general events is limited and in case of greater interest, preference is given to a Partner with gold resp. silver partnership.
 - b) one-time sponsorship / reward for a student
 - i. for the development and defense of the best rated project / best rated projects in a specific subject (in cooperation with the subject guarantor (recommended amount CZK 3 - 10 thousand)),
 - ii. for the development and successful defense of an exceptionally high-quality bachelor's or diploma project (in cooperation with the student project supervisor (recommended amount CZK 5-20 thousand)).
 - c) arrival support of a foreign expert to FIT BUT
 - i. cooperation and support of the invitation of a foreign expert to FIT BUT,
 - ii. meetings with students, academic staff, the professional public and representatives of the Partner,
 - iii. organization of a lecture or seminar at FIT BUT.
 - d) involvement in the preparation and implementation of a competition / hackaton for students / assigning topics and tasks to those interested in studying, offering equipment, participation of experts, rewards for awards, etc.
 - e) entrepreneurship in IT
 - i. involvement in activities supporting business in IT (Star(t)up@FIT),
 - ii. financial support of selected teams / students for innovative ideas.
 - f) sponsorship of laboratory equipment, software, etc. in agreement with the guarantor of cooperation.
 - g) other options upon mutual agreement.

Article V.

Partnership Code of the FIT BUT

1. The Partner acknowledges and strictly follows the terms of the following Partnership Code.
2. The Partnership Code of the FIT BUT formulates the common interest of the FIT BUT and of the Partner to create space, conditions and opportunities for the students of FIT BUT to receive high-quality comprehensive education, i.e.:
 - a) The Partner is interested in the provision of high-quality education to students of the FIT BUT.
 - b) Through co-operation with students of the FIT BUT, the Partner supports their professional growth and competences.
 - c) The Partner shall lay down such conditions for students of the FIT BUT so that they can participate in all educational activities.

- d) The Partner shall put the students of the FIT BUT under such an amount of workload during the teaching period and the examination period so as to allow them to duly prepare for classes, fulfil their study duties and prepare for examinations.
- e) If the students of the FIT BUT encounter any difficulties in fulfilling their study duties (for example finishing projects or preparing for examinations), the Partner shall grant the students the necessary study leave.
- f) The Partner shall present itself on the premises of FIT BUT in accordance with the agreed terms.

**Article VI.
Confidential Information**

1. Publicly available information or information known at the time of its use or disclosure to third parties shall not be deemed to be confidential information, unless such availability or knowledge resulted from breach of legal or contractual obligation of the Partner.
2. Both the Partner and the FIT BUT agree that they shall not use confidential information without the prior consent of the other Party for any purposes other than performance of the Agreement, and that they shall not publish or otherwise disclose confidential information to any third party except their employees, members of their bodies, consultants or legal counsels. However, said persons may only be provided with confidential information under the condition that they are bound to keep such information secret as if they were Parties to this Agreement. In case any administrative authority, court or other governmental authority requests the provision of any confidential information, the other Party shall be informed of this fact in writing without delay.
3. In case of provision of confidential information, each of the Parties is obliged to use its best effort to ensure that the information continues to be handled in the same way as information constituting business secrets pursuant to Section 504 of the Civil Code.
4. In case one of the Parties becomes aware of or has a justified suspicion that confidential information or part thereof has been made available to an unauthorised person or that confidential information has been misused, it is obliged to inform the other Party in writing without delay.

**Article VII.
Final Provisions**

1. These Terms shall come into effect vis-à-vis the parties to the Agreement on the effective date of the Agreement of which they form part.
2. These Terms are binding on both parties unless expressly agreed otherwise in the Agreement.
3. These Terms form part of the Agreement.
4. The FIT BUT reserves the right to modify these Terms at any time; if the Terms are modified, the Partner shall be informed accordingly by e-mail not later than within 10 business days. Should the Partner disagree with the modification of the Terms, the Partner may withdraw from this Agreement.

Table of events organized on FIT BUT

Event	Term	Description	Target audience/approx. participation
Excel@FIT	April/May	Students' conference of innovation, technology and science in IT for students and Partners, (http://excel.fit.vutbr.cz/)	students, applicants, Partners, academics / 350
Žijeme IT (Living IT)	September/October	Conference of innovation technologies + meeting with graduates (http://www.zijemeit.cz/)	students, Partners / 130
Rock@FIT + Closed Days	April	Concert of students' rock groups and informal program for FIT students	students / 200
Science Night	September/October	Presentation of the R&D results at FIT to general public within nationwide popularization event	general public / 600
Brno International Summer School in IT (BISSIT)	July	Summer school for foreign students in IT, (http://www.fit.vutbr.cz/events/bissit)	foreign and FIT students / 40
Summer School (F)IT for girls	August	Summer computer school for girls and applicants to study (http://holky.fit.vutbr.cz/)	applicants / 30
Homecoming@FIT	September	Alumni encounter	alumni / 40
Science Week	November	The largest scientific festival in CR - presentations, exhibitions, open labs, workshops, etc. (http://www.tydenvedy.cz/)	general public
Open Days	December, January/February	Open days for applicants (https://www.fit.vut.cz/applicants/open-days/)	applicants / 2 x 350
Hackathon		Professional hackathon – weekend / longer term competition, solving tasks given by Partners (extend of cooperation by agreement depending on range of competition)	students

Legend for Level of Participation

Events have always individual way of participation, which is described in detail for each particular event. The legend below serves only as a general framework of partnership.

MP (Main Partnership)	presentation table, logo on website / in printed texts, video-medallion 30 sec. on website and social networks, short lecture/seminar, excursion, roll-up, thanks, etc.
GP (General Partnership)	presentation stand, logo on website / in printed texts, video-medallion 2 min. on website and social networks, main lecture/seminar, excursion, roll-up, awards, thanks, etc.