AGREEMENT ON ESTABLISHING THE NATIONAL
HYDROGEN MOBILITY CENTRE AND PARTICIPATION IN THE PROJECT

Agreement reference number:

concluded pursuant to Section 1746 et seq. of Act No. 89/2012 Coll., the civil code, as amended, and pursuant to Act No. 130/2002 Coll., on support for research, experimental development and Innovation from public funds and on amendments to certain related acts, as amended (hereinafter "RDA") between the following Parties:

Centrum dopravního výzkumu, v, v. i. (Transport Research Centre)

with the registered Office at: Líšeňská 2657/ 33a, 636 00, Brno

Identification number: 44994575

TIN: CZ 44994575

represented by: Ing. Jindřich Frič, Ph.D. - director

bank: Česká národní banka

account number: 94-54725621/0710

hereinafter "Recipient"

and

Česká vodíková technologická platforma z.s.

(Czech Hydrogen Technology Platform)

With the registered Office at: Hlavní 130, Řež, 250 68 Husinec

Identification number: 75103630

Bank: account number 2900418735/2010, kept with Fio Bank

Represented by: Ing. Aleš Doucek, Ph.D., Chairman of the Board

Responsible employee of side participant: Mgr. Jan Sochor

hereinafter "NAHYC-m Member"

and

České vysoké učení technické, Fakulta dopravní (Czech Technical University in Prague, Faculty of Transportation Sciences)

With the registered Office at: Jugoslávských partyzánů 1580,160 00 Praha 6

Identification number: 68407700

TIN:CZ68407700

Bank: account number 19-5504610227/0100, kept with Komerční banka, a.s.

Represented by: doc. RNDr. Vojtěch Petráček, CSc., rector

Responsible employee of side participant: xxxxxxxx

hereinafter "NAHYC-m Member"

and

Západočeská univerzita v Plzni (University of West Bohemia)

With the registered Office at: Univerzitní ul. 2732/8, 301 00 Plzeň, Czech Republic

Identification number: 49777513

TIN: CZ49777513

Bank: account number 20095-64738311/0710, kept with CNB

Represented by: doc. Dr. RNDr. Miroslav Holeček, rector

Responsible employee of side participant: xxxxxxxxxx hereinafter "NAHYC-m Member" and

Vysoká škola báňská - Technická univerzita Ostrava (VSB Technical University of Ostrava)

With the registered office at: 17. listopadu 2172/15, 708 00 Ostrava-Poruba

Identification number: 61989100

TIN: CZ61989100

Bank: account number 100954151/0300, kept with Československá obchodní banka, a.s.

Represented by: prof. RNDr. Václav Snášel, CSc.

Responsible employee of side participant: xxxxxxxxxxx

hereinafter "NAHYC-m Member"

and

ORLEN UniCREa.s.

With the registered office at: Revoluční 1521/84, 400 01 Ústí nad Labem

company registered with Commercial Register administered by the Regional Court in Ústí nad Labem, Filé No. B 664

Identification number: 62243136

TIN: CZ62243136

Bank: account number 7009411/0100, kept with Komerční banka, a.s.

Represented by: Ing. Jiří Hájek, MBA, chairman of Board of Directors and

Ing. Josef Šimek, Ph.D., vicechairman of Board of Directors

Responsible employee of side participant: xxxxxxxxx

hereinafter "NAHYC-m Member"

and

GREEN REMEDY, s.r.o.

With the registered office at: Žebětínská 858/3, 623 00 Brno

company registered with the Regional Court in Brno, section C, filé 32837

Identification number: 25553909

TIN: CZ25553909

Bank: account number 4933619399/0800, kept with Česká spořitelna, a.s.

Represented by: Ing. David Řeháček - executive

Responsible employee of side participant: xxxxxxxxx

hereinafter "NAHYC-m Member"

and

EGÚ Brno, a.s.

With the registered office at: Hudcova 487/76a, Medlánky, 612 00 Brno company registered with the Regional Court in Brno, section B, filé 856 Identification number: 46900896

TIN:CZ46900896

Bank: account number 46100621/0100 kept with Komerční banky, a. s.

Represented by: Ing. Jana Burianová, Chief Financial Officer

Responsible employee of side participant: xxxxxxxxxxxxx

hereinafter "NAHYC-m Member"

and

DEVINN s.r.o.

With the registered Office at: Skřivánci 4769/38,466 01 Jablonec nad Nisou

company registered in the Commercial Register maintained by the Regional Court in Ústí nad Labem, section C, filé 1570.

Identification number: 40233138

TIN:CZ40233138

Bank: account number 677825733/0300, kept with ČSOB

Represented by: Luboš Hajský, executive

Responsible employee of side participant: xxxxxxxxx

hereinafter "NAHYC-m Member"

and

APT, spol. s r. o.

With the registered office at: Poděbradská 470/62,198 00 Praha 8

company registered with the Regional Court in Prague, section C, filé 488

Identification number: 005 69 861

TIN: CZ00569861

Bank: account number 127848041/0100, kept with KB Praha 4

Represented by: Vladimír Dynda, executive director

Responsible employee of side participant: xxxxx

hereinafter "NAHYC-m Member"

and

SAKO Brno, a.s.

With the registered office at: Jedovnická 4247/2, 628 00 Brno

company registered with the Commercial Register kept by the Regional Court in Brno, Section B, filé number 1371

Identification number: 60713470

TIN: CZ60713470

Bank: account number 79033621/0100, kept with Komerční banka, a.s.

Represented by: Ing. Karel Jelínek, director, based on power of attorney

Responsible employee of side participant: xxxxxxxxxxx

hereinafter "NAHYC-m Member"

and

Vysoké učení technické v Brně (Brno University of Technology)

With the registered office at: Antonínská 548/1, 60190 Brno

Identification number: 00216305

TIN:CZ00216305

Bank: account number 19-5121640277/0100, kept with Komerční banky a.s., Nám. Svobody 21, Brno Represented by: doc. Ing. Ladislav Janíček, Ph.D., MBA, LL.M.

Responsible employee of side participant: xxxxxxxx

hereinafter "NAHYC-m Member"

and

ADAST Systems, a.s.

With the registered Office at: Adamov 496, 679 04 Adamov

company registered with the Country Court in Brno section B, filé 963

Identification number: 46995919

TIN:CZ46995919

Bank: account number 7559632/0800, kept with Česká Spořitelna, a.s.

Represented by: Ing. Tomáš Seidler - Chairman of board

Mgr. František Pernica - Vice-chairman of board

Responsible employee of side participant: xxxxxx

 hereinafter "NAHYC-m Member"

and

AIR PRODUCTS spol. s r.o.

With the registered Office at: J. Š. Baara 2063, 405 02 Děčín

company registered with Nr. C 592, by City Court Ústí n. L.

Identification number: 41324226

TIN:CZ41324226

Bank: account number 3133700004/7910, kept with Deutsche Bank Aktiengesellschaft

Represented by: Ing. Vlastimil Pavlíček, MBA

Responsible employee of side participant: xxxxxxxx

Hydrogen for Mobility

hereinafter "NAHYC-m Member"

and

ZEBRA GROUP s.r.o.

With the registered office at: Týnská 1053/21, Prague 1,110 00

company registered with Nr. C 240050, by City Court Prague

Identification number: 02864240

TIN: CZ02864240

Bank: account number 2109982633/2700, kept with Unicredit Bank CZ and SK a.s.

Represented by CEO: Ing. Petr Řihák, MBA

Responsible employee of side participant: xxxxxxxxxxx

hereinafter "NAHYC-m Member"

(hereinafter collectively as "Parties" or individually as "Party")

Definitions:

Recipient: The Recipient that enters into a contractual relationship with the Grantor and is responsible for the fulfilment of all obligations during the Project vis-á-vis the Grantor on the basis of the Agreement or the decision on granting support, both in terms of the obligations of the principál Recipient and the side participant.

Grantor: Technology Agency of the Czech Republic (TA CR, hereinafter "Grantor").

Side participant: a legal entity or natural person, organisational unit of the State or organisational unit of the Ministry, engaged in research and development, whose participation in the Project is defined in the Project proposal, and which entered into an agreement on the participation in the Project Setting the National Hydrogen Mobility Centre on the participation in the Project with the principál Recipient,

1. e. the applicant or Recipient that is not normally in a contractual relationship with the Grantor.

Subject-Matter

The subject-matter of this Agreement is to establish the National Hydrogen Mobility Centre (hereinafter "NAHYC-m") and lay down the terms and conditions of cooperation between the Parties on implementing Project TN02000007 in the field of research and development submitted in the 2nd public call of the National Competence Centres programme of the Grantor. The public call is aimed at supporting and strengthening long-term cooperation between the research and application areas and strengthening the institutional base of applied research. The National Competence Centre programme was approved by Government Resolution No. 1113 of 6 December 2021. The Grantor is the Technology Agency of the Czech Republic with the registered Office at Evropská 1692/37,160 00 Prague 6. The full text of the programme, the Dossier and other documents relating to this public call are published on [www.tacr.cz](http://www.tacr.cz). This public call is a single-stage proceduře. It is announced in accordance with the RD and in accordance with the Framework, the Regulation and the Budgetary Rules. The public call is implemented in accordance with the updated National Research, Development and Innovation Policy of the Czech Republic for 2021+ approved by Government Resolution No. 759 of 20 July 2020, i.e. the National Research, Development and Innovation Policy of the Czech Republic 2021+, the National Priorities of Oriented Research, Experimental Development and Innovations adopted by Government Resolution No. 552 of 19 July 2012, the national and departmental strategies.

1. By entering into this Agreement, the Parties establish the Centre, become its members and intend to regulate its internát rules and functioning. The Parties declare that this Agreement shall not set up a company and thus exclude the application of the provisions of Sections 2716 to 2746 of the Civil Code.
2. Project Definition

Project Code: TN02000007

Acronym: NAHYC-m

English title: National Hydrogen Mobility Centre

Czech title: Národní centrum vodíkové mobility

Registration number: TN02000007

(hereinafter "Project")

II.

Project Implementation

1. The Project shall be implemented from 1 January 2023 to 31 December 2028.
2. The aim of the public call and the programme itself is to: increase the efficiency and quality of applied research and technology transfer results in key fields with growth prospects; increase the competitiveness of enterprises; strengthen the excellence and application relevance of research organisations.
3. This objective shall be achieved by means of supported project proposals aimed at building a sufficiently stable and long-term base of applied research (in the form of established national competence centres), through the concentration of research capacities and their strong orientation towards the application of their research results in practice.
4. The subject of the Project is research and development in the field of hydrogen technologies for transport.
5. The main objective of the Centre is to support the reduction of greenhouse gas emissions in transport using hydrogen technologies, to support the economic growth of the Czech Republic in connection with the introduction of hydrogen technologies in transport.
6. The NAHYC-m also aims to support the acceleration of the implementation of hydrogen technologies while minimising the associated costs and promoting balanced production and consumption of hydrogen. Specific priorities are therefore R&D&I activities at national level in the field of:

use of low-carbon hydrogen - primarily in transport,

low carbon hydrogen production - hydrogen production requirements to meet emerging transport demand with a gradual transition to low carbon hydrogen,

development of hydrogen transport and storage - supporting the production of technologies for the integrál creation of a hydrogen ecosystem,

development and innovation of hydrogen technologies - in connection with the strong industrial and engineering tradition of the Czech Republic, hydrogen technologies represent an opportunity for transformation of industry and involvement in emerging production. The NAHYC-m shall significantly support the collaboration of companies, research organisations and the government sector and the application of new products in transport.

1. The objectives of the Project shall be directed towards hydrogen mobility.
2. The Recipient is responsible for the management of the Project.

III.

Structure of the National Competence Centre

1. The Parties undertake to provide capacities in accordance with the Project design for the needs of the NAHYC-m.
2. The NAHYC-m is headed by the NAHYC-m Council, composed of representatives of the Parties and external experts. The scope, membership, structure and decision-making of the NAHYC-m Council are set out in Annex 4 to the Agreement, which forms an integrál part of this hereof.
3. The research capacities of the NAHYC-m are based on the already existing cooperation of the Transport R&D Centre (project of the Recipient supported by the OP R&D&I) with other existing Competence Centres (TA CR), Centres of Excellence (GA CR), R&D&I Centres and other already built infrastructures, as well as on new relationships leading to meaningful, effective and long-term collaboration. The research infrastructure is described in more detail in Annex 5 to the Agreement.
4. The NAHYC-m is a collection of teams from the workplaces of each Party. The workplaces shall jointly contribute to the achievement of the Project objectives through the implementation of research activities and shall be subordinate to the joint management of the NAHYC-m. The workplaces contribute to the NAHYC-m with staff, infrastructure, existing know-how, their own resources, ongoing and future projects. Each workplace shall be a financially independent entity, separated in terms of accounting within the Party. The workplaces should collaborate intensively with the application sector and produce knowledge with a high potential for direct application in practice, and should derive a significant part of their income from contract research, but also from other sources.
5. The organisational structure of the NAHYC-m and a description ofthe management of the NAHYC- m is set out in more detail in Annex 5 to the Agreement.

IV.

Project Breakdown - Subprojects

1. The Project shall be implemented in accordance with this Agreement, the Agreement on Granting Special-Purpose Support for the Project between the Grantor and the Recipient, the Grantor's terms and conditions and binding legal regulations, especially in the form of individual Subprojects.
2. Selected activities of the NAHYC-m (especially organisational and management activities) may be implemented after the entry into force of this Agreement. However, the starting dáte for the implementation of the Subprojects is 1 January 2023.
3. Subprojects are based on the focus of the Project and require approval by the NAHYC-m Council. At least one Subproject shall be defined, approved by the NAHYC-m Council and submitted to the Grantor prior to the conclusion ofthe Grant Agreement.
4. Subprojects are approved by the NAHYC-m Council on the basis of the Subproject Documentation prepared by the Subproject manager. The Subproject Documentation shall include a description of the planned activities, Project results, activities and milestones leading to the desired results, market research and planned budget, broken down by each participating Party. The documentation shall be submitted by the Subproject manager to the principál researcher no later than 15 days prior to the NAHYC-m Council meeting.
5. Except in the čase of force majeure and other circumstances beyond the control of the Parties, each Party shall be obliged to contribute to the fulfilment of its commitment by its activities to the extent agreed and thereby achieve the results and objectives of the Project.

V.

Activities of NAHYC-m

1. In order to fulfil the object ofthe Agreement as defined above, the Parties establish the NAHYC-m and undertake to cooperate in solving the tasks within the Project. The Project shall be implemented by means of individual Subprojects, which shall fulfil the purpose of cooperation and the objectives ofthe Project.
2. The Subprojects shall contain in particular the declaration of specific deliverables and results according to Chapter 3.5 of the Dossier (Annex 1 to the Agreement) of the 2nd public call of the National Competence Centres programme (hereinafter Dossier), including planned activities and
3. The Parties undertake to prepare supporting documents, to prepare proposals for Subprojects through the defined Subproject proposal form and to consult with relevant stakeholders their content. The specific breakdown of activities, tasks to be carried out and the funding of the Subprojects shall be included in the Subproject proposals submitted.
4. The Parties intending to implement the Subproject shall define the Subproject and submit it to the NAHYC-m Council for approval. As part of the approval of the Subproject, the NAHYC-m Council shall prepare evaluation that will be part of the information submitted to the Grantor on the Subproject (minutes of the NAHYC-m Council meeting on the vote of the individual NAHYC-m Council members, including the completed Centre Council Approval Form for the new Subproject). The Subproject shall be submitted to the Grantor via the ISTA information systém without undue delay after approval by the NAHYC-m Council, as appropriate, in accordance with SME-07 Project Change Management Directive. The Grantor shall be entitled to comment on the Subproject within 30 working days of receipt. These comments are binding on the Parties and the Parties concerned are obliged to incorporate them into the Subproject and resubmit to the Grantor or refrain from implementation of the Subproject.
5. The Subproject shall be implemented by at least two members of the NAHYC-m, the costs of the Subproject can be claimed and funded from the support provided from the dáte of approval of the Subproject by the NAHYC-m Council. Failure to comply with this obligation shall lead to deduction of the amount in excess of the approved budget, i.e. normally the amount of all support provided to dáte for the Subproject.
6. Subprojects shall not duplicate other projects or research projects already underway. The Grantor shall check any duplicate Subprojects.
7. The Parties undertake to submit a strategie Subproject (either stand-alone or as part of a managerial Subproject) after the conclusion of the grant agreement, which should serve as the means for fulfilling the agenda defined in the Project proposal, or Annex 6 - Strategie outlook and prospects in the field. Every strategie Subproject must deliver a type "O" result - Other Results, summarising information on the deliverables and results of the research, including a deseription of the perspectives in the researched field(s). It should also deseribe the interrelationship (link) between the individual Subprojects and their planned/achieved deliverables and outcomes and the significance of the Subprojects in relation to the overall status and current and expected development of the researched field(s). The results must be delivered at the end of the 3rd year of the implementation process and at the very end of the Subproject, while the duration of the strategie Subproject must be equal to the duration of the entire Project.
8. The NAHYC-m Council has responsibility for and control over the selection of Subprojects.
9. The Parties are required to accept the decisions of the NAHYC-m Council and the comments of the Grantor in the internal competition for the selection of Subprojects.
10. The method of collecting proposals for Subprojects, determining their content and conditions is deseribed in this Agreement, its Annexes, the Project proposal, the Programme and binding documents of the Grantor. The terms and conditions of the internal Subproject competition are an integrál part of this Agreement as Annex 6.

VI.

Funding

1. The Parties undertake to fund the Subprojects in accordance with the General Terms and Conditions of the TA CR version 7, the Dossier and the currently valid directives of the TA CR.
2. The Parties may, according to the terms and conditions of the TA CR, receive maximum support for the implementation of the Subprojects in the amount according to the Dossier.
3. By virtue of this Agreement, the Recipient undertakes to transfer to the members of NAHYC-m, in accordance with the terms and conditions of the TA CR, non-investment earmarked funds in the amount of the approved Subproject to implement the activities of the Subproject.
4. The Recipient is obliged to pay the earmarked funds to the NAHYC-m Member always by wire transfer to its bank account specified in the header of the Agreement no later than 20 days after the approval of the Subproject.
5. If the Grantor decides to grant a different amount for the Project than the amount specified in the Project proposal, the Parties undertake to adjust the terms of the internal competition. If this change affects already approved Subprojects, the Parties undertake to modify their contents.
6. Transferred earmarked funds are not subject to VAT.
7. The earmarked funds under this Agreement shall be provided by the Recipient to a NAHYC-m Member for reimbursement of actual operating costs incurred as defined in this Agreement.
8. The Parties agree that their expected financial contribution to the cooperation on the Subprojects is defined in Annex 7 to the Agreement.
9. The Parties undertake to develop commercialisation activities, consisting in particular in the conduct of contract research and the commercialisation of the results achieved in the Project. The Parties undertake to ensure, in accordance with the Grantor's requirements, that the commercialisation activities in their aggregate generate commercialisation income of at least 19 % of the financial support requested. Income from commercialisation activities shall be subject to the conditions set out in Article 3(3.3) of the Dossier for the 2nd National Competence Centre Programme public call. Income from commercialisation activities shall cover the performance carried out or incurred as part of the research or development activity, and cannot therefore be e.g. income from Services of a non-research nátuře, rent, etc. This income, amounting to at least 19 % of the required amount of support, shall only be recognized and reported by the research organisations involved in the Project.
10. In accordance with the Dossier, the following is considered as commercialisation income:
11. income from contract research
12. income from licenses granted
13. NAHYC-M Member costs paid in the context of collaborative research projects for which no dedicated public support has been awarded.
14. Only income earned by a NAHYC-M Member from the remaining NAHYC-M Members and from third parties shall be considered commercialisation income.

VII.

Conditions for the Use of Earmarked Funds Granted

1. Each of the Parties participating in the implementation of the Subproject shall receive support for the Subproject according to the approved budget.
2. Each NAHYC-m Member including the Recipient involved in the Subproject is obliged to:
3. Use the earmarked funds exclusivelyforthe paymentofdemonstrable, strictly necessary costs directly related to the fulfilment of the objectives and parameters of the part of the Subproject implemented by it, in accordance with the conditions laid down by generally binding legal regulations.
4. Keep separate accounting records of the use and disbursement of the earmarked funds provided for the Subproject, so that these funds and their use are separated from other assets of the Party. The workplaces of the Parties involved in the Project shall be separate economic units. These records shall be kept for a period of 10 years after the provision of the earmarked funds for the Project. When keeping such accounting records, the Party shall comply with generally applicable legal regulations, normál accounting policies and the relevant binding terms and conditions set out in the principles, guidelines, directives or other regulations published in the Financial Bulletin of the Ministry of Finance or in any other similar binding manner.
5. Regularly monitor other researchers and other persons in terms of drawing, use and registration of earmarked funds provided to it by the Recipient in connection with the Subproject.
6. Achieve the stated objectives and parameters of the Subproject.
7. Within the total costs actually spent on the Subproject, comply with the determined ratio between the costs paid from the earmarked funds provided from the statě budget and other defined forms of Subproject funding.
8. Submit a partial interim and finál report to the Recipient in accordance with the terms of the internal competition and the call.
9. If there is an obligation to repay the earmarked funds, the NAHYC-m Member shall promptly request the Recipient in writing to communicate the terms and manner of settlement of such funds.
10. Enable the Grantor and the Recipient or persons authorized by them to carry out a comprehensive control of the results of the Subproject as well as of the accounting records and the use of the earmarked funds provided from the statě budget for the Subproject at any time during the course of the Project or up to 10 years after the termination of the provision of funds from the statě budget for the Subproject. This arrangement shall not affect or limit the rights of the control and financial authorities of the Czech Republic.
11. Proceed with the management of earmarked funds obtained on the basis of the Grantor's decision and this Agreement and with the property and rights acquired with them in accordance with generally binding legal regulations concerning the management of statě property (e.g. Act No. 134/2016 Coll., on public procurement, as amended; Act No. 218/2000 Coll., on budgetary rules and on amendments to certain related acts, as amended).
12. Inform the Recipient and the NAHYC-m Council of any inability to perform its obligations under this Agreement in a proper and timely manner and of any significant changes in its financial situation, including but not limited to formation, merger or division of a company, change of legal form, reduction of the registered capital, entry into liquidation, commencement of insolvency proceedings, termination of the relevant authorisation to operáte, etc., immediately after such changes become legally effective.
13. return to the Recipient the earmarked funds provided in the amount as decided by the Grantor, including any pecuniary benefit obtained in connection with their use, within 30 days from the dáte on which it notifies, or should háve notified the Recipient within the meaning of the preceding paragraph, that facts háve arisen on the basis of which the Party concerned shall no longer be able to fulfil its obligations under this Agreement.
14. Comply with other obligations arising from the documents of the Technology Agency of the Czech Republic related to the National Competence Centre programme II.

VIII.

Rights in Tangible Property

1. The owner of the tangible property necessary for the Project and acquired from the provided earmarked funds shall be the Party that acquired the said property or developed it during the Subproject. Where such property has been acquired or developed jointly by more than one Party, their share of ownership of such property shall be in proportion to the costs incurred in acquiring such property, unless they agree otherwise.
2. The Party shall not beentitled to disposeof any property acquired by the Party in direct connection with the fulfilment of the objectives of the Subproject and acquired from the earmarked funds provided, in relation to third parties, in contravention of this Agreement, withoutthe prior written

IX

Arrangement on Ownership Rights in the Results of the Subprojects and their
Protection

1. Intellectual property arising from the implementation of the Subprojects shall be the property of the Party whose personnel created the intellectual property.
2. In the proposals and implementation of the Subprojects, the Parties undertake to observe and comply with all the conditions set out in Article 6 of the General Terms Conditions, in particular on the management and control of the rights included in the intellectual property, and the Parties' commitment to cooperate on the implementation pian to achieve the results of the implementation and the submission of implementation reports.
3. If, during the execution of the Subprojects within the Project, a result of the Subproject (in particular an object of intellectual property) is developed, with rights of one of the Parties being attached thereto, the Party concerned commits to:

(i) inform the other Parties without undue delay of such Subproject result; and (ii) grant the other Parties, upon their request, a non-exclusive right to use(exploit) such Subproject result free of charge, and only if such use(exploitation) is necessary for the Party to perform its tasks under the Subproject. The right of use(exploitation) under this paragraph shall be granted for the duration of the Subproject. Use(exploitation) by a Party shall be deemed necessary if the performance of the Party's tasks in the Subproject would not be possible, would be substantially delayed or would require substantial additional financial costs or human resources without such use(exploitation). The Party to which the right in the subject-matter of the intellectual property belongs shall not be restricted by this Agreement or by the conferral of rights under this paragraph from further use of the object of the intellectual property. The Party that receives the rights under this paragraph shall not be entitled to assign the exercise of those rights to other entities. A Contracting Party shall be entitled to use the results owned by other Parties on a non-exclusive basis if they are necessary for the use of the results of the Project owned by that Contracting Party under normál market conditions, with a licence to be applied for within two years of the end of the Project.

1. If a specific result of a Subproject (in particular an object of intellectual property) is demonstrably created by the collaboration of the personnel of several Parties in the performance of tasks under the Subproject, such intellectual property shall be the common property of those Parties in the proportion in which the personnel of each Party háve contributed to the creation of the intellectual property through their Creative activity. In the formal legal protection of the individual results of the Subproject, these Parties shall always be referred to as co-applicants and co-owners. The same principle shall apply to the recognition of relevant results in the Register of Information on Results (RIR), depending on legislativě developments. The Parties shall assist each other in the preparation of applications for industrial property rights, including foreign applications. The Parties shall participate, in proportion to their respective shares, in settlement of the costs associated with the submission of applications and the conduct of the relevant proceedings. The costs associated with the protection of the results of the Subproject (in particular the intellectual property) shall be borne by the Parties in proportion to their share in the results of the Subproject.
2. Parties with rights to the results of the Subproject (in particular intellectual property) which may be ušed shall ensure that these rights are adequately and effectively protected in accordance with the relevant legislation.
3. The Parties shall be entitled to use, independently and without the consent of the other Parties, the know-how acquired during the implementation of the Subproject and to transfer the results
4. The rights of the originators shall be addressed by the Parties according to Section 9 of Act No. 527/1990 Coll., on inventions and improvement designs, as amended, or similar regulations.
5. If the rights from the object of the intellectual property to be created during the implementation of the Subproject belong to more than one Party in accordance with the provisions of the Agreement, the use of these rights shall be decided by the participating Parties as co-owners unanimously; neither Party shall be entitled to commercially exploit these rights without the consent of the other Party. The Parties undertake to use their best endeavours to agree on the joint exploitation of the rights in the object of the intellectual property. A license agreement shall be validly concluded if the Parties concerned as co-owners so agree. The unanimous consent of all co-owners is required for the transfer of rights in the object of the intellectual property to a third party. Any of the co-owners may transfer its share to a third party unless the other Parties accept a written transfer offer within one month. The relations between the Parties shall be governed by the generál rules of co-ownership in all other respects, unless the Contracting Parties agree otherwise.
6. To avoid the granting of indirect statě support within the meaning of points 27 and 28 of the Framework, the Parties undertake that:
7. the results of cooperation which do not give rise to intellectual property rights may be publicly disseminated,
8. intellectual property rights arising from the activities of one Party shall belong entirely to that Party,
9. A Party shall be compensated for intellectual property rights arising from its activities that are assigned to other Parties or to which another Party has acquired access at market value.
10. If any Party uses the joint results of the Project (where property rights belong to more than one Party) in its commercial or non-commercial activities, it undertakes to enter into a license or other similar agreement with the other co-owners for the use of the results of the Project.
11. The Parties agree not to knowingly use any property or proprietary rights of another Party, unless otherwise specified in this Agreement.
12. The Parties areobligedto securethe property rightstothe objectsof intellectual property resulting from the Subproject. Personál rights, rights of the originator and similar rights in such intellectual property shall remain unprejudiced by this Agreement.
13. In the čase of rights in intellectual property other than a copyrighted work, each Party shall ensure that, in accordance with the relevant legal regulations, it has obtained the right in the relevant intellectual property if the intellectual property was developed by the originator in the course of employment as defined in the relevant legal regulations. This obligation of the Party shall also apply to improvement designs.
14. The Parties declare that they are, within the meaning of the copyright act, the executors of the author's property rights in the work which the author may create as a work for hire in connection with the performance of the subject-matter of this Agreement. Insofar as this is necessary for the implementation of the Subproject and/or the use (exploitation) of its results, the Party shall be obliged to secure the author's consent to assign the right to exercise the property rights in the work for hire.
15. Within the scope of its right of control, the grant recipient is also entitled to control the use of the results of the Subprojects.

X.

Use of Project Results

1. The Parties undertake that the results of the Subprojects shall be ušed in accordance with the objective of the NAHYC-m Project for which support has been provided and with their interests, while respecting the necessary protection of intellectual property rights and confidentiality. The Parties undertake that the rules of the Subprojects shall include, within the Subproject participation agreement, the regulation of income from the exploitation of future results of the Subprojects.
2. The Parties undertake to ensure the protection of the results of the Subproject throughout the implementation of the Subproject and at the end of the Subproject and thereafter.
3. In accordance with the General Terms and Conditions and in connection with this Agreement, the Parties are obliged to conclude an agreement on the use of the results of the Subproject, which shall regulate the specific results of theSubproject, their disposal and the obligations of the Parties arising therefrom.
4. Where the Subproject produces results of activities (in particular partial results) that are outside the commercial interest of the participating Parties, the Parties undertake to make these Project results available to the participating research organisations for further research and training.
5. If any Party publishes any result of the Subproject, it is obliged to comply with the currently applicable rules on Mandatory Publicity of the Grantor's Projects.
6. The Parties agree on the following method of submitting results to the Register of Information on Results (hereinafter "RIR") pursuant to Act No. 130/2002 Coll., on support for research, experimental development and innovation from public funds and on amendments to certain related acts, as amended:
7. The Parties undertake to submit separately the data on the results generated during the implementation of the Subprojects to the RIR in the time and form required by the Grantor and the Act on Support for Research and Development, unless the Parties agree otherwise.
8. The results shall be recognized and the proportion of dedications under the NAHYC-m Project shall be determined on the basis of the Parties' share in recognizable results achieved in each Subproject.

XI.

Confidentiality

1. Unless otherwise agreed by the Parties in a particular čase, any information obtained by one Party from the other Parties in connection with the Subproject which is not generally known shall be considered confidential (hereinafter "Confidential Information") and the Party that has obtained such Confidential Information shall keep it confidential and provide adequate protection against access by unauthorised persons, shall not disclose the Confidential Information to any person other than its employees and other persons entrusted with activities under the Agreement with whom the Party concerned has entered into a non-disclosure agreement to the same extent as the Agreement provides for the Parties, and shall not use the Confidential Information for any purpose other than to carry out activities under the Agreement. Information that has been designated as confidential by any Party or the use of which would cause damage to any Party shall also be considered confidential. This provision shall not apply in relation to the Grantor.
2. Exceptions to the provisions of paragraph 1 of this Article are:
3. information provided to the Research, Development and Innovation Information System,
4. information that a Party had demonstrable knowledge of before it was disclosed to it by another Party,
5. information provided to a Party by another Party with a written waiver of confidentiality,
6. Information provided to the Party by a third party without an obligation of confidentiality,
7. Information that a Party is required to provide to other governmental, judicial or prosecution authorities.
8. In the event of a breach of the obligation referred to in paragraphs 1 and 2 of this Article, a contractual penalty of CZK 100,000 shall be charged for each individual breach by the Party, payable to the account of the injured Party specified in the heading of the Agreement.
9. Each Party agrees to maintain the confidentiality of such Information as defined herein for the duration of this Agreement and for a further 10 years after the expiry of the other provisions of the Agreement for whatever reason. This paragraph shall not apply to mandatory or required publicity under the terms and conditions of the Grantor.
10. The duty of confidentiality applies similarly to the members of the NAHYC-m Council.

XII.

Project Management and Organisation

1. The Project is implemented by concurrent execution of several Subprojects. Within the management and organisation of the Project activities, main emphasis is placed on the Subprojects.
2. The Parties agree to hold periodic or as ad hoc meetings between the authorized persons of the interested Parties currently involved in the specific Subproject and representatives of the Recipient. During the meetings, the progress of the implementation of this Subproject shall be assessed, and any problems, suggestions, proposals, etc. shall be addressed. Regular meetings in accordance with this paragraph shall be held at the registered office of the principál researcher of the Subproject, or online or combined (physical and online attendance), unless otherwise agreed by the Parties concerned, at regular intervals to be determined in advance by agreement of all the Parties concerned.
3. Each Subproject meeting shall consist of two parts - technical and administrativě. The meetings referred to in paragraph 2 of this Article shall be open to two authorised persons of each Party with the necessary knowledge of the Project and the project manager of the Recipient. Each meeting shall be documented in the form of written minutes.
4. If the meeting votes pursuant to paragraph 2 of this Article, each participating representative of each Party shall háve one vote, and the project manager shall also háve one vote. A unanimous vote of all participants shall be required for a taking a position on further direction of the Subproject, or any other decision. The meeting shall háve a quorum if at least one person from each Party concerned and the project manager are present.
5. Representatives of the NAHYC-m Council, representatives of the Grantor and representatives of other relevant Parties or external contractors should be invited to the Subproject meetings.

XIII.

Submission of Reports on the Progress and Results of the Project

1. The manner, form and other conditions for the preparation and submission of reports on the progress and results of the Project are set out in the Grantor's terms and conditions.
2. The Recipient shall submit, in particular, the following reports during and after the Project:
3. an interim report on the progress of the Project for each year of implementation,
4. an extraordinary report at the written request of the Grantor,
5. the finál report on the Project together with the implementation pian,
6. a report on the implementation of the results.
7. Whenever the Recipient is required to submit a report or other supporting documents to the Grantor on a specific dáte, each NAHYC-m Member shall send the Recipient the data and relevant supporting documents for itself and its tasks on the implemented Subprojects no later than 14 calendar days prior to the report submission dáte. If the agreed deadline is not observed, each NAHYC-m Member shall be liable for the breach of its obligation and, in the event of damage, shall be obliged to provide compensation.
8. The NAHYC-m Council shall submit to the Grantor an annual report on its activities, which shall relate to the activities of the NAHYC-m Council and shall include Information on the number of NAHYC-m Council meetings, attendance, matters discussed, and other NAHYC-m Council activities. The report shall be submitted every year starting in 2023.

XIV.

INSPECTIONS

1. The Grantor is entitled to perform at any time an inspection of the fulfilment of the Project objectives, including an inspection of the drawdown and use of the support and the efficiency of the Project costs incurred. The financial inspection shall be carried out in accordance with Act No. 320/2001 Coll., on financial inspection, as amended, and Act No. 255/2012 Coll., on control regulations, as amended. The Grantor shall also evaluate the results achieved by the Project and check their legal protection. The Parties are obliged to allow the Grantor or persons authorised by it to carry out a comprehensive audit pursuant to this Article and to disclose its accounting records available to the extent of data relating to its part in the Project, at any time during the course of the Project or within ten (10) years from the termination of this Agreement, and to provide the necessary assistance to the Grantor during this audit. This arrangement shall not affect or limit the rights of the control and financial authorities of the Czech Republic.
2. Liability for damages resulting from a breach of the terms and conditions of the Project by any Party shall be borne entirely by the Party responsible.

XV.

Liability and Sanctions

1. If a Party uses the earmarked funds contrary to their purpose and/or for a purpose other than for which they were provided by the Recipient under this Agreement, or otherwise uses or withholds them unlawfully, the Parties agree that, for the purposes of this Agreement, such action shall be considered a breach of budgetary disciplině within the meaning of Section 44 et seq. of Act No. 218/2000 Coll., on budgetary rules and on amendments to certain related acts, as amended, and shall háve consequences analogous to those set out in this Act.
2. Should any Party breach the rules (conditions) of cooperation defined in this Agreement, the Party in breach shall be obliged to compensate the other Parties for the demonstrable damage.
3. In the event of non-performance of the obligations under this Agreement, the other Party shall be entitled, by written notice to the NAHYC-m Council, to require the Party to cure the default and remedy the breach of the Agreement.
4. In čase of delay of the NAHYC-m Member in returning the funds to the Recipient according to this Agreement, according to the law or other binding document including the Support Programme documentation or according to the Grantor's decision, default interest at a rate claimed by the Grantor shall be charged for each commenced day of delay in returning the funds .

XVI.

Finál Provisions

1. The Agreement is concluded with a resolutive condition takingeffect if the Grantorfails to provide support from the statě budget.
2. Each Party undertakes to archive documents related to the Project for at least ten (10) years after its completion.
3. This Agreement is concluded for a definite period of time, from the dáte of signing of the last of the Parties for the duration of the Project implementation and subsequently until the expiry of three years after its completion. The Agreement shall enter intoforce on the dáte of signing of the last Party.
4. The definitions of terms and rules of interpretation contained in the Grantor's General Terms and Conditions also apply to this Agreement.
5. Since the Recipient is an entity under to Section 2 of Act No. 340/2015 Coll., on speciál conditions of effect of certain agreements, publication of such agreements and on the register of agreements (hereinafter "Act on the Register of Agreements") and this Agreement is to be published pursuant to the Act on the Register of Agreements, the Recipient undertakes to ensure the publication of the Agreement (including any annexes thereto) in the Register of Agreements without undue delay, including the deletion of personál data and trade secrets of the Parties which the Party is not required and does not wish to disclose, and shall without undue delay send to the other Parties a confirmation of the publication of the Agreement pursuant to Section 5(4) of the Act on the Register of Agreements.
6. The Parties expressly declare that no data and other facts contained in this Agreement, except for the parts expressly marked within the meaning of the following paragraph of this Agreement, are deemed trade secrets within the meaning of Section 504 of Act No. 89/2012 Coll., the civil code, as amended (hereinafter "trade secrets"), or Information that cannot be published in the Register of Agreements pursuant to Section 3(1) of Act No. 340/2015 Coll., as amended.
7. The Parties expressly statě that no trade secrets are contained in this Agreement, including its integrál parts, and therefore nothing prevents its publication in the Register of Agreements.
8. If a Party designates as its trade secret a part of the content of the Agreement which is consequently rendered unpublishable for the purposes of publication of the Agreement in the Register of Agreements, that Party shall be liable if the Agreement is erroneously published as a result of such designation. The persons signing this Agreement on behalf of the Parties consent to the publication of their personál data, which are set out in this Agreement, together with the Agreement in the Register of Agreements. This consent is given for an indefinite period of time.
9. The persons signing this Agreement on behalf of the Parties consent to the publication of their personál data, which are set out in this Agreement, together with the Agreement in the Register of Agreements. This consent is given for an indefinite period of time.
10. The Agreement shall také effect from the dáte of publication in the Register of Agreements pursuant to Act No. 340/2015 Coll., which shall be arranged by the Recipient.
11. The NAHYC-m Member unconditionally undertakes to be bound by the agreement for the provision of support for the Project concluded between the Grantor and the Recipient, including all its Annexes, especially the obligation to comply with the duties under Article 4 of the General Terms and Conditions. The NAHYC-m Member is further obliged to provide the Recipient with all the necessary cooperation in order to comply with its obligations under the grant agreement concluded with the Grantor.
12. Principles that are not regulated by this Agreement shall be governed by Act No. 89/2012 Coll., the civil code, as amended, and the legal regulations related to the Civil Code for the purposes of this Agreement, in particular Act No. 130/2002 Coll., on support for research, experimental development and innovation from public funds and on amendments to certain related acts (Act on Support for Research and Development), as amended.
13. This Agreement may be amended solely in writing, any other form is excluded. Electronic or other technical means (e-mail, fax) are not considered written from for this purpose. The Parties may object to the invalidity of an amendment to this Agreement on grounds of breach of form at any time, even after performance has begun.
14. This Agreement on the mutual relations between the Recipient and the NAHYC-m Members is concluded with effect from the publication of the decision or notification of the Grantor on the award of the support, but notearlier than the dáte of its publication in the Register of Agreements (whichever is later), for a definite term until the completion of the Project and the settlement of all obligations of the Parties related thereto, but with the exception of the surviving Article VII and Vlil of this Agreement. Where the support for the Project is not awarded and provided by the Grantor and the Project is not launched, this Agreement shall not come into force and shall automatically terminate on the dáte of publication of the decision or notification by the Grantor of rejection of support. The Parties simultaneously enter into the Agreement with the intention to extend the Project or submit a follow-on Project if the Grantor grants and provides support for the Project and the Project is successfully implemented.
15. Every Party shall be entitled to terminate this Agreement in compliance with the Grantor's project change management rules according to the Dossier and the General Terms Conditions, knowing the possible consequences of termination for the entire Project.
16. The Agreement shall be drawn up in 16 counterpart, each deemed originál. Each Party shall receive one originál copy of the Agreement and one originál copy of the Agreement shall be sent through the Recipient to the Grantor and two copies shall be deposited with the Recipient in the archive.
17. This Agreement and its Annexes 1 to 7 contain a complete arrangement on the subject-matter of the Agreement and all the particulars which the Parties intended and intend to include in the Agreement and which they consider important for the binding nátuře thereof. No representation made by the Parties in the negotiation of this Agreement or any representation made after the execution of this Agreement shall be construed contrary to the express provisions of this Agreement and shall form any obligation on the part of any Party.
18. The Parties expressly acknowledge that this Agreement is the result of their negotiations and that each Party was allowed to influence the finál content of its terms and conditions.

XVII.

ANNEXES

The following Annexes 1 through 7 form an integrál part of this Agreement, as long as they are not inconsistent with the Agreement and its amendments (in the event of a conflict between the Annexes, the order set forth herein shall prevail):

Annex 1: Dossier (TA CR Document)

Annex 2: General Terms and Conditions (TA CR Document)

Annex 3: Publicity Rules (TA CR Document)

Annex 4: NAHYC-m Council (Rules of Proceduře, Articles of Association)

Annex 5: Organisational Structure of the National Hydrogen Mobility Centre

Annex 6: Rules of Internal Competition for Subprojects

Annex 7: Project Budget

In Brno, on 16 th. March 2022

Centrum dopravního výzkumu, v. v. I. Lišeňská33a, 636 00 Brno **\***

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Ing. Jindřich Frič Ph.D.

director
forthe Recipient

Česká vodíková technologická platforma z.s.

With the registered Office at: Hlavní 130, Řež, 250 68 Husinec

. on 21.3. 2022

Ing. Aleš Doucek, Ph.D.
for NAHYC-m Member

České vysoké učení technické

With the registered Office at: Jugoslávských partyzánů 1580,160 00 Praha 6

**prof. Ing. Ondřej Přibyl, Ph.D.**

Prag on 21.3.2022

děkan

ČVUT v Praze
Fakulta dopravní
doc. RNDr. Vojtěch Petráček, CSc., rector
for NAHYC-m Member

Západočeská univerzita v Plzni

With the registered office at: Univerzitní ul. 2732/8, 301 00 Plzeň

 On 22.3.2022

In

doc. Dr. RNDr. Miroslav Holeček, rector
for NAHYC-m Member

Západočeská univerzita v Plzni
rektor

Vysoká škola báňská - Technická univerzita Ostrava

With the registered office at: 17. listopadu 2172/15, 708 00 Ostrava-Poruba

In Ostrava 2022

prof. RNDr. Václav Snášel, CSc. for NAHYC-m Member

ORLEN UniCRE a.s.

With the registered Office at: Revoluční 1521/84,400 01 Ústí nad Labem

In Litvínov on 29.3.2022

Ing. Jiří Hájek, MBA, chairman of Board of Directors Ing. Josef Šimek, Ph.D. vicechairman of Board of Directors

For NAHYC-m Member

GREEN REMEDY, s.r.o.

With the registered Office at: Žebětínská 858/3, 623 00 Brno

In Brno on 22.3.2022

Ing. David Řeháček, executive
for NAHYC-m Member

EGÚ Brno, a.s.

With the registered Office at: Hudcova 487/76a, Medlánky, 612 00 Brno

In Brno on 31.3. 2022

Ing. Jana Burianová, Chief Financial Officer
for NAHYC-m Member

DEVINN s.r.o.

With the registered office at: Skřivánci 4769/38, 466 01 Jablonec nad Nisou

In Jablonec n.N. on 22.3.2022

Luboš Hajský, executive
for NAHYC-m Member

APT, spol. s r. o.

With the registered office at: Poděbradská 470/62, 198 00 Praha 8

In Prague on 23.3.2022

Vladimír Dynda, executivezairector
for NAHYC-m Member

**APT, spol. s r. o.**

Poděbradská 470/62

108 00 PRAHA 9

SAKO Brno, a.s.

With the registered Office at: Jedovnická 4247/2, 628 00 Brno

In Brno on 04.04.2022

Ing. Karel Jelínek
for NAHYC-m Member

Vysoké učení technické v Brně

With the registered Office at: Antonínská 548/1, 601 90 Brno

In Brno on 29.3. 2022

Doc. Ing. Ladislav Janíček, Ph. D., MBA, LL.M.

for NAHYC-m Member

ADAST Systems, a.s.

With the registered office at: Adamov 496, 679 04 Adamov

In ADAMOV od 25.03.2022

**~~doc. RNDr. Martin Balej,~~** P Ing. Tomáš Seidler, Chairman of board Mgr.

František Pernica, Vice-chairman of board h.D.

for NAHYC-m Member

AIR PRODUCTS spol. s r.o. With the registered office at: J. Š. Baara 2063, 405 02 Děčí

In on 21.3.2022

Ing. Vlastimil Pavlíček, MBA
for NAHYC-m Member

ZEBRA GROUP s.r.o.

With the registered office at: Týnská 1053/21, Prague 1,110 00

**ZEBRA GROUP s.r.o.**

In Prague. on 31 March 2022

**Týnská 21, Praha1 Staré Město 110 00 IČ 02864240**

Ing. Petr Řihák, MBA

[**www.zebragroup.a**](http://www.zebragroup.a)

for NAHYC-m Member

Dossier for the 2nd public call of the National Competence Centre programme - see Grantor's websíte

Annex 2:

General Terms and Conditions (version 7) - see Grantofs website

Annex 3:

Publicity Rules - see Grantor's website

Annex 4:

Council of the National Hydrogen Mobility Centre

See separate PDF document.

Annex 5

Organisational Structure of the National Hydrogen Mobility Centre



Rules of Internal Competition for Subprojects

1. Recitals
2. The following rules shall govern the evaluation, selection, interim control, management, approval and finál evaluation of the Subprojects supported within the National Hydrogen Mobility Centre (hereinafter "NAHYC-m") within the programme forthe support of applied research, experimental development and innovation of the National Competence Centre announced by the Technology Agency of the Czech Republic.
3. Subprojects within NAHYC-m supported by individual calls can only be implemented by entities involved in NAHYC-m. The participation of entities outside NAHYC-m in the implementation of the Subprojects is not possible (except for the purchase of Services or contract research).
4. Subprojects are submitted for evaluation in individual calls. The individual calls define the deadlines for the submission of the Subprojects and the detailed formal and materiál requirements for the Subprojects to be submitted. The text of the call is approved by the NAHYC-m Council (hereinafter Council).
5. Subprojects shall be evaluated by the Council in accordance with the proceduře set out in Annexes 1 and 4 to the Agreement.
6. The definition of terms is identical to the definition of terms set out in Annexes 1 and 4 to the Agreement.
7. Formal Requirements
8. The Subproject submission shall contain at least the following formal particulars:
9. Project title and acronym.
10. Name of the submitting NAHYC-m Member and names of other partners involved in the Subproject.
11. Name of the researcher and list of persons involved in the research team.
12. Itemised budget broken down by individual entities and by year of implementation.
13. Object and goals of the project.
14. A brief description of the project content and milestones, including the project timetable.
15. Description of the expected results of the project.
16. To complete the proposal, use the binding form available on the Grantor's website.
17. Materiál Requirements
18. The Subprojects shall meet at least the following materiál requirements:
19. They fall within the project of applied research, experimental development or innovation.
20. They are in accordance with the objectives of the NAHYC-m Project and the conditions set by the Grantor.
21. The substance of the Subproject or part of it has not been addressed in another project.
22. The expected results are new.
23. The anticipated results are applicable and likely to be commercially exploited or ušed in the public interest.
24. The capacity and composition of the research team is sufficient to handle the Subproject.
25. The proposed amount of funding will be adequate for the successful implementation of the Subproject.
26. The proposed budget of the Subproject meets the rules for the maximum rate of support.
27. The Subproject creates the conditions for achieving the income criterion of NAHYC-m.
28. The Subproject meets the other conditions set out in the call.
29. Subproject Evaluation
30. The Council shall assess compliance with the formal requirements of Article II. Subprojects that fail to meet these requirements cannot be selected and approved.
31. The researchersof the Subprojects ortheirauthorised representativesareexpected to present the Subprojects at meetings where new potential Subprojects are to be discussed and evaluated.
32. The Council shall select and approve ordismiss a Subproject based on thefulfilment ofthe materiál requirements of Article III. When deciding on the fulfilment of the materiál requirements, each Council Member shall rate the fulfilment of each of the above materiál criteria on a scale of 1 to 10, or by joint scoring during the meeting. Subprojects that receive the highest scores shall be selected and approved.
33. The decision of the Council shall be taken at a meeting in accordance with the rules of Council meetings attached as Annex 4 to the Agreement. The Council shall select and approve or dismiss a Subproject by a finál vote.
34. In cooperation with the researcher and the Project manager, the Council shall ensure that the approved Subprojects are sent to the Grantor.
35. The Council shall prepare evaluation as part of the approval of the Subproject, which shall be part of the Information submitted to the Grantor on the Subproject (minutes of the NAHYC-m Council meeting on the vote of the individual NAHYC-m Council members, including the completed New Subproject Council Approval Form). The Subproject shall be submitted to the Grantor via the ISTA Information systém without undue delay after Council approval, as appropriate, in accordance with SME-07 Project Change Management Directive - to be arranged by the Project manager. The Grantor is entitled to make comments on the Subproject within 30 working days of receipt. These comments are binding on the Recipient and the Recipient is obliged to incorporate them into the Subproject and make a resubmission or refrain from implementing the Subproject.

IV. Subproject Control and Changes

1. The Subproject researcher shall submit to the Council, through the Project manager, an interim and finál report according to the approved schedule.
2. An interim report is submitted at least once every 6 months of project implementation.
3. The Council shall discuss the interim and finál reports. If the Council finds deficiencies in the implementation of the Subproject, it shall také appropriate action to address the issue. The Subproject researchers are required to implement these measures.
4. If the Council concludes that the project isfundamentally flawed and cannot be corrected without the expenditure of excessive resources, the Council may decide to terminate the Subproject. In particular, the Council shall decide to terminate the project if:
5. There háve been changes in the research team that make it impossible to achieve the objective of the Subproject.
6. There are serious deficiencies in the management of the project which make it impossible to achieve the objective of the Subproject and these deficiencies háve not been rectified even within an additional reasonable period of time.
7. The amount of funds allocated is not sufficient to achieve the objectives of the Subproject.
8. The rules for funding the Subproject are not respected.
9. The intended results of the project will clearly no longer be achieved and no othersatisfactory results can be proposed.
10. If objective circumstances arise which result in reasonable doubt as to the possible continuation and completion of the Subproject, the Subproject researcher shall propose to the Council a change to the Subproject.
11. The Council may, on the basis of the Information in the interim reports, recommend to the researcher that specified changes be made to the Subproject.
12. The Council shall discuss the proposed change, evaluate the compliance of the proposed change with the terms and conditions of the Grantor and the materiál and formal requirements of this Annex and approve or reject the proposed change.
13. Finál Subproject Evaluation
14. Upon completion of the Subproject, the researcher shall submit the finál report of the Subproject for evaluation.
15. The finál project report shall include in particular:
16. Summary of achievements of the Subproject.
17. Detailed information on use of funds from the itemised budget.
18. Project results implementation pian
19. The Council shall discuss the finál report and evaluate the results of the project. The Project manager of the Project shall ensure the transmission of the required information to the Grantor.

Budget

The Parties shall make the following financial contributions to the Subprojects for the entire duration of the Project:

|  |  |
| --- | --- |
| **Centrum dopravního výzkumu, v. v. i.** | CZK 59 961 015 |
| **Česká vodíková technologická platforma z.s.** | CZK 10 072 790 |
| **České vysoké učení technické** | CZK 20 000 000 |
| **Západočeská univerzita v Plzni** | CZK 22 297 480 |
| **Vysoká škola báňská - Technická univerzita Ostrava** | CZK 24 000 000 |
| **ORLEN UniCRE a.s.** | CZK 9 390 000 |
| **GREEN REMEDY, s.r.o.** | CZK 9 956 259 |
| **EGÚ Brno, a.s.** | CZK 9 497 794 |
| **DEVINN s.r.o.** | CZK 61 894 201 |
| **APT, spol. s r. o.** | CZK 24 775 000 |
| **SAKO Brno, a.s.** | CZK 6 013 982 |
| **Vysoké učení technické v Brně** | CZK 25 975 884 |
| **ADAST Systems, a.s.** | CZK 15 859 012 |
| **AIR PRODUCTS spol. s r.o.** | CZK 18 040 314 |
| **ZEBRA GROUP s.r.o.** | CZK 26 973 174 |

**CZK 344 706 905**