

## COLLABORATION AGREEMENT

No. 024/2022

closed in accordance with § 1746 art. 2, Civil Code Act No. 89/2012 Coll., as amended  
(hereinafter "Civil Code")

### **Charles University,**

a university existing under the laws of the Czech Republic, with its registered office at Ovocný trh 560/5,  
116 36 Prague 1, Czech Republic, Reg.No. 00216208  
(hereinafter „University“)

relates to: **Faculty of Mathematics and Physics**, address: Ke Karlovu 3, 121 16 Prague 2  
(hereinafter „Faculty“)

represented on the grounds of mandate agreement

by **Charles University Innovations Prague a.s.,**

a company formed and existing under the laws of the Czech Republic, with its registered office at  
Ovocný trh 560/5, 110 00 Prague, Reg.No. 07236239, VAD ID: CZ07236239, registered with the  
Municipal Court in Prague, File C 297343

represented by Otomar Sláma, MBA, MPA, the chairman of the board

confirmed by assoc. prof. Dr. Mirko Rokyta, dean of the Faculty

(hereinafter „CUIP“)

and

### **UNITY TECHNOLOGIES SF,**

a company formed and existing under the laws of the United States, with its registered office at 30 3<sup>rd</sup>  
Street, San Francisco, US-CA, 94103 US, LEI 549300D1ESJMGNG432, RA000602

represented by Joe Marks

(hereinafter „Unity“),

(hereinafter also jointly as the “Parties” or each as the “Party”),

concluded the following day, month and year this Collaboration Agreement (hereinafter “Agreement”)

### **I. Collaboration**

1. The Parties express their interest in collaboration to support science at the faculty and to achieve positive results, in particular, in the field of IT and the effective application of the results of scientific and research activities in practice.
2. To achieve aforementioned goals, Unity shall provide Faculty with unconditional financial gift(s) and participate in joint research.

### **II. Unconditional gift(s)**

1. Unity agrees to provide one or more unconditional financial gifts (hereinafter “gift” or "gifts") to University as listed in Exhibit A of this agreement as updated from time to time.
2. The gift will be provided by crediting to the account of Faculty to be used for any purpose at sole discretion of Faculty:

Account name:	Univerzita Karlova
Address:	Ovocny trh 560/5, 116 36 Praha 1, Czech Republic
Account number:	43-6812550267/0100
IBAN:	CZ1101000000436812550267
SWIFT:	KOMBCZPPXXX
Bank:	Komerční Banka a.s.
Bank Address:	Na Příkopě 33, 114 07 Praha 1, Czech Republic
Reference number:	per Exhibit A

### **III. Joint research**

1. Unity and Faculty agree to participate in joint research in the area and topic specified by Unity (hereinafter “joint research”). Such joint research can be specified repeatedly.
2. Faculty agrees to take part in the joint research only if these conditions are cumulatively met:
  - a. specification of the joint research is within the scope of expertise of research teams currently assigned to Faculty; and
  - b. at least one research team proclaims interest in the joint research based on its specification; and
  - c. at least one employee of Unity will be a member of a research team.
3. The Parties hereby acknowledge that they will be the legal and beneficial joint owners of the results of their joint research.
4. The Parties agree that for any patent application naming at least one member of Faculty and at least one employee or contractor of Unity, the patent application will be jointly owned and Unity will be responsible for costs of filing such patent application, and will have sole discretion for determining patenting strategy, for determining whether to make any filing, for determining which countries to file in, for selection of counsel, etc., with consultation with Faculty as appropriate. University and Faculty agree to cooperate, at Unity expense, as needed to perfect intellectual property rights, including obtaining inventor assignments for patent rights.
5. Any research based on the collaboration of Faculty and Unity not meeting the conditions of joint research as set by this subsection 2 of this article requires a separate agreement.

### **IV. Conditions of granting a (sub)licence; no duty to account**

1. Unity agrees that University is entitled to grant a non-exclusive (sub)licence without a prior consent of Unity. University is obliged to give prompt (written) notice to Unity after granting the (sub)licence. Royalties of such license are at sole discretion of Faculty.
2. University agrees that Unity is entitled to grant a non-exclusive (sub)licence without a prior consent of University. Unity is obliged to give prompt (written) notice to University after granting the (sub)licence. Royalties of such license are at sole discretion of Unity.
3. Subject only to express notice requirements provided in this Agreement and the granting of exclusive licenses (which requires separate written consent), the parties understand and agree that neither party will be under any obligation to account to, or share with, the other party any revenues or royalties resulting from use or exploitation of intellectual property jointly owned under this Agreement, nor to receive any consent from the other party concerning any use or exploitation of such intellectual property.

### **V. General**

1. This Agreement is concluded for an indefinite period and becomes valid on the date of its execution by the Parties hereto. The Agreement shall come into full force and effect on the day of its publication in the Contracts Register according to Act. No. 340/2015 Coll., as amended.
2. Either Party may terminate the Agreement without giving a reason within a one year notice period, which begins on the first day of the calendar month following the delivery of the written notice to the other Party.
3. This Agreement will be governed by and construed in accordance with the laws of England and Wales, excluding that body of law known as conflict of laws.
4. Any legal action or proceeding arising under this Agreement will be brought exclusively in the courts of competent jurisdiction located in Greater London and the City of London, United Kingdom and the parties hereby irrevocably consent to the personal jurisdiction and venue therein.
5. To ensure protection of IP rights for the Parties, the Parties agree to keep information pertaining to the research confidential and to ensure that Unity has secured IP protection prior to any public dissemination.
6. To preserve confidentiality of each Party’s internal proprietary data, the Parties shall enter into a separate agreement stipulating what proprietary data may be shared, and how such proprietary data is kept confidential.

In Prague on

In San Francisco on

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**Charles University Innovations Prague a.s.**  
Otomar Sláma, MBA, MPA

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**UNITY TECHNOLOGIES SF**  
Joe Marks

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**Faculty of Mathematics and Physics**  
assoc. prof. Dr. Mirko Rokyta

# **Exhibit A**

Joint Research Area	Faculty Member	Gift Amount (USD)	Reference Number
Path guiding for Monte Carlo simulations, in particular on optimisations for subsurface light transport (2022)	Alexander Wilkie	19,000	0242022001
Path guiding for Monte Carlo simulations, in particular on optimisations for subsurface light transport (2023)	Alexander Wilkie	53,000	0242022002
Path guiding for Monte Carlo simulations, in particular on optimisations for subsurface light transport (2024)	Alexander Wilkie	53,000	0242022003
Path guiding for Monte Carlo simulations, in particular on optimisations for subsurface light transport (2025)	Alexander Wilkie	53,000	0242022004
Path guiding for Monte Carlo simulations, in particular on optimisations for subsurface light transport (2026)	Alexander Wilkie	40,000	0242022005