

Cooperation agreement

Between

Město Židlochovice

Masarykova 100, 667 01 Židlochovice, Czech Republic

ID: 00282979

- hereinafter referred to as "ZIDL" -

and

ASIO TECH, spol. s r.o.

Kšírova 552/45, 619 00 Brno, Czech Republic

ID: 48910848

- hereinafter referred to as "ASIO" -

and

Jihomoravská agentura pro veřejné inovace JINAG

Žerotínovo náměstí 449/3, 602 00 Brno, Czech Republic

ID: 65338090

- hereinafter referred to as "JINAG" -

and

Hamburg University of Technology

is a public institution represented by the President Prof. Dr. Timm-Giel,

Am Schwarzenberg-Campus 1, 21073 Hamburg,

executing entity:

Institute of ,

Am Schwarzenberg-Campus 1, 21073 Hamburg

- hereinafter referred to as "TUHH" -

- hereinafter individually and jointly referred to as "Partners" -

§ 1 Subject of the agreement

1.1 The subject of this agreement is the cooperation of the partners within the scope of the implementation of the joint project **"Konzept für innovatives Wassermanagement im geplanten Wohnviertel „Smart Lichy“ in der Stadt Židlochovice (Groß Seelowitz), Tschechien"** funded by the **Deutsche Bundesstiftung Umwelt (DBU)**.

1.2 The project executing agency for this project is the **TUHH**.

1.3 The partners agree to cooperate within the framework of this joint project in accordance with the following stipulations.

§ 2 Execution of the activities

2.1 The partners commit themselves to the execution of coordinated subtasks. The nature and scope of the cooperation are defined in the grant decisions (Annex 1) in the version in force at the time and in the project description, including its updates, which is attached to this agreement as Annex 2.

2.2 The partners will keep each other regularly and comprehensively informed, in particular by communicating the individual work results as well as the progress of the work, exchanging interim and final reports according to the time schedule specified in Annex 3, as well as exchanging information in joint working sessions or joint meetings.

2.3 Each partner will name a contact person responsible for its work (with address, telephone number and e-mail).

2.4 If it becomes apparent in the course of the work that deadlines cannot be met, the project coordinator must be informed immediately. The coordinator will then inform the partners concerned and the project's executing agency.

2.5 The JINAG is responsible for the project coordination. In particular, the coordinator has the task of coordinating the work of the individual partners in terms of subject matter and time. In addition, the coordinator prepares the working meetings necessary for the implementation of the work plan, invites for this with an appropriate period of notice including the agenda, chairs the working meetings and is responsible for the preparation and distribution of the meeting minutes. Representatives of all partners shall attend the meetings.

2.6 The TUHH is responsible for the reporting towards the DBU.

2.7 The partners shall perform the work assumed by them within the scope of the project properly and to the best of their knowledge, taking into account the state of the art in science and technology known to them. The partners do not guarantee that a specific research and development result will be achieved, that the work results will be commercially exploitable and/or free of third-party rights or that they will interfere with third-party rights. However, as soon as one partner becomes aware of such property rights, he shall inform the other partners thereof.

2.8 The project starts on 4. 8. 2022 and ends on 3. 8. 2024.

§ 3 Non-contractual Intellectual Property

3.1 Non-contractual intellectual property consists of all project-related intellectual property (protected and unprotected) - including findings - of the business unit/institute involved in the project, in particular know-how, inventions, industrial property rights, copyrights and computer programs, contributed by the respective partner and existing at the beginning of this agreement or arising outside it. Each partner remains the owner of its non-contractual intellectual property.

3.2 Each partner shall grant the other partners a free, non-exclusive, non-transferable and sub-licensable right of use to its Non-Contractual Intellectual Property, limited to the duration and purposes of the project, insofar as this is necessary for the implementation of the project and insofar as no rights of third parties conflict therewith.

3.3 For purposes outside and after the termination of this agreement, each partner shall grant to any other partner a non-exclusive right of use to its Non-Contractual Intellectual Property on at least commercially available terms to the extent necessary for the use of its own work results. The partners shall regulate the details in a separate written agreement prior to any use.

3.4 The partners shall inform each other of any conflicting rights of third parties as soon as they have become aware thereof. However, there shall be no obligation to conduct this research.

§ 4 Work Results, Industrial Property Rights, Rights of Use

4.1 Work results are all results, including the reports and documents prepared, which are achieved by the partners in the performance of their work within the scope of the collaborative project, in particular know-how, inventions, industrial property rights, copyrights as well as computer programs.

4.2 Work results in which only employees of one partner are involved belong to this partner.

4.3 Work results involving employees of several partners shall belong to them jointly.

4.7 Each partner acknowledges that acts of use with respect to the information and objects obtained from the other partners shall not constitute a right of prior use, in particular pursuant to Section 12 PatG.

4.8 The partners grant each other a non-exclusive, non-transferable right of use, limited to the purposes and duration of the joint project, to the work results, including inventions, created during the implementation of the joint project, which may be sublicensed and free of charge only to affiliated companies participating in the project.

4.9 For purposes outside and after the termination of this Agreement, each partner shall grant to any other partner, upon request, sublicensable rights of use at least at standard market conditions to the work results created in the performance of this agreement to their affiliates, to the extent necessary to enable the partner concerned to use its own work results and to the extent such request is made within one year after the end of the project. For this purpose, the partners shall conclude separate written agreements in due course, but prior to the commencement of any use. When assessing a customary utilization fee, the contributions made by the partner concerned to the creation or support of the invention within the framework of the cooperation shall be taken into account; in comparison to utilization fees of uninvolved parties, the partner concerned shall be granted a significant deduction

4.10 Irrespective of the above, each partner shall receive a non-exclusive, non-transferable, free-of-charge right of use to the results of the work, unlimited in time and place, for non-commercial research and teaching purposes and in compliance with § 7 of this agreement.

§ 5 Funding

5.1 Each partner shall bear its own costs incurred in the implementation of this agreement using the **DBU** grant. TUHH is responsible for submitting the reports to the DBU according to the timetable set out in Annex 03 of this contract, processing comments on the reports promptly and transferring the appropriate amount according to Annex 4 to the partners' account within 1 week of receipt of payment from the DBU.

The following account details are to be used for the bank transfer:

ZIDL:

City of Židlochovice

IBAN CZ96 0100 0001 2300 2322 9641, SWIFT/BIC KOMBCZPPXXX

ASIO:

ASIO TECH

IBAN: CZ37 2700 0000 0021 0812 2439, SWIFT/BIC: BACXCZPP

JINAG:

South Moravian Agency for Public Innovation JINAG

IBAN: CZ76 0300 0000 0003 7737 1303, SWIFT/BIC: CEKOCZPP

5.2 Any changes to the budget must be communicated to the TUHH well in advance of their occurrence. The **TUHH** shall submit a request for a change to the project without undue delay to the DBU. Each change shall be individually approved by the **DBU**.

§ 6 Other Cooperation / Third Party R&D Services

6.1 Insofar as a partner cooperates with a third party within the scope of this agreement, it shall ensure that the other partners receive at least the same rights to the work results of the third party as they would have if the work results had been developed by the partner itself.

6.2 Before awarding contracts for R&D work under this agreement, the other partners shall be informed in writing of the intended award of the contract, unless the award of the contract was already provided for in the application.

6.3 If a partner wishes to award a contract for the completion of its work under this agreement, it shall bear responsibility for this and shall in particular ensure that the contractor treats information entrusted to it confidentially in accordance with § 7 of this agreement.

§ 7 Confidentiality, Publication

7.1 Each partner shall - unless otherwise mandatorily required in the funding decisions of the DBU - maintain confidentiality towards third parties all information and items received from the other partners in connection with the funding project that are marked as confidential or otherwise clearly recognizable as confidential until three years after termination or withdrawal from this agreement.

7.2 The obligation pursuant to § 7.1 shall not apply to such information or items that can be proven to

- be generally known through publications or similar or
- become common property through no fault of the receiving partner or
- have been provided to a partner by a third party without any obligation of confidentiality, or
- have been already known to the receiving partner before being communicated by a partner, or
- be the result of work carried out by employees of the receiving partner without the employees concerned having had access to the information
- must be disclosed due to a legal obligation, judicial or official order. In this case, the receiving partner shall, to the extent permitted by law, immediately notify the project coordinator of the duty or order. Otherwise, the obligations pursuant to 7.1 shall remain unaffected.

7.3 The partners shall also take the usual and reasonable measures towards their employees with regard to the confidentiality of the information and items in accordance with these provisions.

7.4 Each partner may publish its own work results. In doing so, reference must be made to the collaborative project in a suitable form. There is an obligation to notify the other partners in advance of the intended publication.

7.5 Publications which contain information and/or work results of other partners to be treated confidentially or which concern potential property right applications of other partners require the prior consent of the respective partner concerned, whereby consent may not be unreasonably withheld. If the respective partner does not object to a publication submitted to it within six weeks of receipt, its consent shall be deemed to have been granted.

The requirement for consent shall not apply if a partner, in fulfillment of its legal obligation to publish research results, publishes only basic scientific statements or knowledge that do not constitute trade secrets of the respective partner concerned and do not affect any potential applications for industrial property rights.

Insofar as doctoral or post-doctoral projects are concerned, the partner entitled to consent shall observe the legal obligations and legitimate interests of the doctoral or post-doctoral student or of the partner supervising the latter.

The reporting and publication obligation of each partner towards the **DBU** remains unaffected.

§ 8 Data protection

8.1 The contractual partners are aware of their responsibility in dealing with personal data within the meaning of Art. 4 No. 1 DS-GVO. Each contractual partner shall independently ensure compliance with the data protection requirements (in particular those of the DS-GVO and the BDSG) in its area of responsibility. Insofar as personal data is to be transferred between the contractual partners or otherwise processed jointly or on behalf of the contractual partners, the contractual partners shall conclude any necessary contractual agreements under data protection law among themselves and inform the other contractual partners in text form about the conclusion of such agreements.

8.2 If and to the extent that the contractual partners wish to process video recordings within the scope of this agreement, the contractual partners shall ensure compliance with the requirements of data protection law. This may require the performance of a data protection impact assessment within the meaning of Art. 35 DS-GVO.

§ 9 Term, Termination

9.1 Subject to the sponsorship of the **DBU**, this agreement shall enter into force retroactively to the beginning of the grant period specified in the grant notifications after all partners have signed and shall terminate after the Grantor has accepted the joint final report, unless earlier terminated or otherwise terminated. (The project has an expected duration of **24** months).

9.2 The partners are only entitled to terminate this agreement for good cause with a notice period of three (3) months. An important reason is in particular the discontinuation or reduction of funding to one or more partners, the withdrawal of a partner, the circumstance that the results show that the objective of the collaborative project cannot be realized or can only be realized with

disproportionate effort. The termination must be communicated in writing to the project executing agency and the other partners.

9.3 The terminating partner shall prepare a final report and, upon request, return the documents, documentation, data carriers and objects received from the other partners. The agreement between the other partners shall not be affected by the termination of the terminating partner. If a partner terminates, the further course of action, in particular the takeover of the unfulfilled tasks of the terminating partner by other partners, is to be negotiated immediately in coordination with the project executing agency.

9.4 If a partner withdraws from the joint project, the obligation of the other partners pursuant to § 2 of this agreement shall end upon the partner's withdrawal. However, the withdrawing partner shall remain obligated to the other partners pursuant to §§ 2 - 9 and 11 of this agreement with respect to earlier work. The obligation of the other partners pursuant to §§ 3 and 4 of this agreement shall apply to a withdrawing partner only with respect to work results achieved prior to his withdrawal and with respect to intellectual property rights based on work results achieved prior to his withdrawal. The obligation of the other partners pursuant to § 7 of this agreement shall continue to apply to the withdrawing partner.

9.5 If court orders are issued in insolvency proceedings against the assets of a partner, this partner shall withdraw from the collaborative project at that time without the need for termination. The same shall apply if a partner has filed for insolvency proceedings or comparable statutory proceedings against its own assets, but the opening of such proceedings is rejected for lack of assets.

§ 10 Liability

10.1 The partners shall carry out the agreed R&D work with the personnel and technical resources available to them, with the usual care and on the basis of the latest and accessible state of science and technology developed by them or known to them. They shall not assume any warranty obligations.

10.2 The liability of the partners shall extend only to the type of performance described in Paragraph 1, but not to the actual achievement of the intended R&D result.

10.3 Each partner shall bear the entire technical and commercial risk for its share of the performance alone. This shall also apply in relation to third parties. With the exception of intent and gross negligence, the partners shall not be liable for damages among themselves. In deviation from sentence 2, the statutory liability shall apply in the event of personal injury.

10.4 Each partner shall remedy errors in its area of responsibility itself, unless otherwise agreed in individual cases.

§ 11 Obligation to comply with export control regulations and embargoes

11.1 To the extent that this agreement provides for a willingness or obligation to transfer old or new intellectual property rights or to assign other rights to results including inventions or a willingness to grant rights of use (licenses) with or without the right to grant sublicenses, this shall apply only subject to the proviso that there are no obstacles to this based on national or international regulations, in particular export control regulations as well as embargoes or other sanction regulations.

11.2 A partner to whom rights are transferred or rights of use (licenses) are granted on the basis of this agreement shall be exclusively responsible for its own further compliance with national and international export control and sanctions regulations, including in the event of the transfer or sublicensing of such rights to affiliated companies.

§ 12 Final Provisions

12.1 If any provision of this agreement is or becomes invalid, this shall not affect the validity of the remaining provisions, nor the agreement as a whole. The provision shall be replaced retroactively by a provision which is legally permissible and comes closest in its content to the original provision. The same shall apply to such provisions of this agreement that are incompatible with competition or EU law, in particular regulations of the Union Framework for State Aid for Research, Development and Innovation (Official Journal of the European Union 2014/C 198/01 et seq.).

12.2 Amendments and supplements to this agreement must be made in writing; the written form requirement may only be waived in writing.

12.3 The partners shall be entitled to make legally binding declarations or enter into obligations with effect for other partners or for the partners together without their prior express written consent.

12.4 Rights (with the exception of property rights or shares therein) and obligations under this Agreement may only be transferred with the prior written consent of the other partner.

12.5 This agreement replaces all agreements made orally or in writing between the partners regarding the project prior to its signing.

12.6 Otherwise, to the extent legally permissible, the place of jurisdiction shall be Hamburg and German law shall apply.

12.7 The rights of the **DBU** and the obligations of the partners towards the **DBU** under their respective funding decisions shall remain unaffected by this agreement and, in case of doubt, shall take precedence over it.

12.8 The signature of this contract can also be made legally effective by means of an electronic signature (advanced electronic signature sufficient) or by sending a scan of the signature page. Handwritten original signatures shall not be exchanged. Likewise, there shall be no subsequent qualified electronic signature or certification pursuant to § 127 II, III BGB.

12.9 The contract was approved by the city council of Židlochovice onResolution No.

12.10 The following attachments are part of this agreement:

- Annex 1: Grant decision (CZ translation)
- Annex 2: Project proposal (short CZ version)
- Annex 3: Reports schedule (EN+CZ version)
- Annex 4: Budget (DE+CZ version)

City of Zidlochovice

Brno, the 20. 1. 2023

Name: Jan Vitula

Titel: mayor

Signature: _____

ASIO TECH, spol. s r.o.

Brno, the

Name: Karel Plotěný

Titel: CEO

Signature: _____

Ing. Karel
Plotěný

Digitally signed
by Ing. Karel
Plotěný
Date: 2023.01.25
07:13:51 +01'00'

JINAG

Brno, the

Name: Patrik Reichl

Titel: CEO

Signature: _____

Ing. Patrik
Reichl,
MBA

Digitálně podepsal
Ing. Patrik Reichl,
MBA
Datum: 2023.01.24
10:17:52 +01'00'

Hamburg University of Technology

Hamburg, the 07.02.23

[Redacted Signature]

[Redacted Signature]

Administration

[Redacted Signature]

[Redacted Signature]

Seen and agreed

[Redacted Signature]

Scientific project leader / TUHH

[Redacted Signature]