

Project SLAVIA  
**COOPERATION AGREEMENT**

between

**S.A.B. Aerospace s.r.o**

and

**J. Heyrovsky Institute of Physical Chemistry**

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PARTIES

|                            |   |
|----------------------------|---|
| Name                       | <b>J. Heyrovsky Institute of Physical Chemistry</b> |
| Legal status               |   |
| Reg. No.                   |   |
| Address                    | Dolejškova 2155/3                                   |
| City                       | Prague 8  |
| Postcode                   | 182 23  |
| hereinafter referred to as | <b>“the Institute”</b>                              |

and

|                            |                                |
|----------------------------|--------------------------------|
| Name                       | <b>S.A.B. Aerospace s.r.o.</b> |
| Legal status               |                                |
| Reg. No.                   |                                |
| Address                    | Technická 23                   |
| City                       | Brno                           |
| Postcode                   | 616 00                         |
| hereinafter referred to as | <b>“the Company”</b>           |

The parties to this Agreement wish to collaborate on a research project entitled "SLAVIA".

This Agreement governs the parties' collaboration in relation to that project and was concluded, on the day, month and year specified below in accordance with the § 1746 of the Act No. 89/2012 Col. and the Act No. 130/2002 Col.

DEFINITIONS

In this Agreement the following expressions have the meaning set opposite:

- the Commencement Date:** 18. 10. 2021
- the Location:** the location(s) at which the Project will be carried out as set out in the Project Plan;
- a Group Company:** any undertaking which for the time being Controls, or is Controlled by, the Company or which for the time being is Controlled by a third person which also Controls the Company;
- Control:** the ability to direct the affairs of another person, whether by virtue of the ownership of shares, by contract, or in any other way;
- a Group Institute** any institute of Czech Academy of Sciences which collaborates with the Institute on the Project;
- the Funding Body:** the Ministry of Transport of Czech Republic and the European Space Agency;
- the Funding Conditions:** the terms set in a separate agreement between the Company and the Institute reflecting the funding model of the Project as well as the terms on which the Funding Body provides any external funding;
- the Background:** information, data, techniques, Know-how, inventions, discoveries, software and materials (regardless of the form or medium in which they are disclosed or stored) which are provided by one Party (whether belonging to that Party or to a third party) to the other Party for use in the Project, and whether before or after

the date of this Agreement, except any Result;

**Know-how:**

unpatented technical information (including information relating to inventions, discoveries, concepts, methodologies, models, research, development and testing procedures, the results of experiments, tests and trials, manufacturing processes, techniques and specifications, quality control data, analyses, reports and submissions) which is not in the public domain;

**Intellectual Property Rights:**

patents, rights to inventions, trade marks, service marks, registered designs, copyrights and related rights, database rights, design rights, rights to use and protect confidential information, in each case whether registered or unregistered, including rights to apply for and be granted applications for any of the above and any continuations, continuations-in-part, divisional applications, renewals or extensions of, and rights to claim priority from, those rights, and any similar right recognised from time to time in any jurisdiction, together with all rights of action in relation to the infringement of any of the above;

**the Results:**

all information, data, techniques, Know-how, results, inventions, discoveries, software and materials (regardless of the form or medium in which they are disclosed or stored) identified or first reduced to practice or writing or developed in the course of the Project;

**a Party:**

the Institute or the Company and any person who becomes a party to this Agreement pursuant to clause 1.7, and together they are the Parties;

- an Accession Agreement:** a written agreement signed by or on behalf of the Parties and any proposed new party to this Agreement;
- the Project Period:** the period described in clause 1.1;
- the Publication:** the publication of an abstract, article or paper in a journal or an electronic repository, or its presentation at a conference or seminar; and in clauses 5 and 6 to Publish and Publication are to be construed as meaning such publication;
- Confidential Information:** a Party's confidential information is: any Background disclosed by that Party to the other Party for use in the Project and identified as confidential before or at the time of disclosure; any of the Results in which that Party owns the Intellectual Property Rights; any other information disclosed by that Party to the other Party for use in the Project or under this Agreement and identified as confidential before or at the time of disclosure or which, by its nature or from the circumstances of its disclosure, should reasonably be presumed to be confidential;

## the Project

The idea of SLAVIA (Space Laboratory for Advanced Variable Instruments and Applications) project is a mission of two 12U CubeSats with three scientific payloads designed to fulfil a simple goal: to prove a concept of a low-cost satellite able to provide spectral analysis of NEO composition. SLAVIA will be equipped with a hyperspectral camera for analysis of meteor ablation plasma, a mass spectrometer exploring the dust composition on orbit and a radio antenna telling us crucial information needed for plasma spectral analysis. SLAVIA would be a first step in demonstrating, in Earth

orbit, the required capability for asteroid space resources exploration. SLAVIA will pave the way to develop future missions using similar techniques for exploring the Apophis resources in situ in 2029, and later on, on the Moon in the 2030s. The long-term goal is creating an evidence-based map of resource wealth and unlocking the possibility of reasonable space mining.

1 SUBJECT OF THE AGREEMENT

- 1.1 The Project SLAVIA began on the Commencement Date and will continue until the completion of the Project or any later date agreed in writing between the Parties, or until this Agreement is terminated in accordance with clause 7. If this Agreement is entered into after the Commencement Date, it will apply retrospectively to work carried out in relation to the Project on or after the Commencement Date.
- 1.2 Each of the Parties will carry out the tasks allotted to it in the Project Plan (Schedule 1), and will provide the human and other resources, Background, materials, facilities and equipment which are designated as its responsibility in the Project Plan. The Project will be carried out under the direction and supervision of the Company. The Project will be carried out at the Location.
- 1.3 Each of the Parties will obtain and maintain all regulatory and ethical licences, consents and approvals necessary to allow it to carry out the tasks allotted to it in the Project Plan and will carry out the Project in accordance with all laws and regulations which apply to its activities under or pursuant to this Agreement. The Institute will also obtain all the necessary rights to the Background and Results owned and created by the Group Institutes as necessary for Institute's obligations pursuant to clause 3.
- 1.4 Although the Institute will use reasonable endeavours to carry out the Project in accordance with the Project Plan, the Institute does not undertake that any research will lead to any particular result, nor does it guarantee a successful outcome to the Project.
- 1.5 Each of the Parties will provide upon request of another Party a report summarizing the progress of the Project and a copy of all of the Results which requested Party has performed or created and to which it has access.
- 1.6 Each of the Parties warrants to the other that it has full power and authority under its constitution, and has taken all necessary actions and obtained all authorizations, licences, consents and approvals, to allow it to enter into and perform this Agreement.
- 1.7 No additional person may become a party to this Agreement without the written agreement of both the Company and the Institute and unless the additional person, the Company and the Institute execute an Accession Agreement.

2 FUNDING

- 2.1 The funding model and terms of external funding and future allocation of funds will be set in a separate agreement between the Company and the Institute. The agreement will reflect the funding conditions set by the Funding Body providing the external funding.



### 3 INTELLECTUAL PROPERTY

- 3.1 This Agreement does not affect the ownership of any Intellectual Property Rights in any Background or in any other technology, design, work, invention, software, data, technique, Know-how, or materials which are not Results. The Intellectual Property Rights in them will remain the property of the Party which contributed them to the Project (or its licensors). No licence to use any Intellectual Property Rights is granted or implied by this Agreement except the rights expressly set out in this Agreement.
- 3.2 Each Party grants the other an irrevocable, royalty-free, fully paid-up, non-exclusive world-wide licence to use its Background for the purpose of carrying out the Project and for duration of the Project, the Option Period (as defined below) or the Negotiation Period (as defined below), whichever lasts the longest.
- 3.3 The Parties shall ensure the strongest possible protection of the results of the Project and undertake to provide mutual cooperation in this effort.
- 3.4 Intellectual Property Rights in the Results are owned by the Party that generates them. In case of joint ownership, each of the joint owners shall be entitled to exploit the joint Results as it sees fit, and to grant non-exclusive licences, without obtaining any consent from, paying compensation to, or otherwise accounting to any other joint owner, unless otherwise agreed between the joint owners. The joint owners shall agree on all protection measures and the division of related cost in advance.
- 3.5 In case it is required by the Funding Conditions, the Institute will enable the Company to sub-licence both Institute's Background and Results to the Funding Body and/or third parties identified by the Funding Body, in a form of an irrevocable, free of charge, world-wide licence, with the right to grant sublicences for their own needs, to enable them to autonomously use, operate, copy, modify the Institute's Background and Results for limited purposes of requirements relative to an agreement concluded between the Funding Body and the Company and/or the projects or activities covered by such agreement. For avoidance of doubt, the Company shall have the capacity to grant rights under this paragraph in full extent described hereunder, notwithstanding potential limitations of the Company's own possibility to utilize these rights by its own pursuant to other parts of this Agreement.
- 3.6 The Institute and the Company will, if the Company gives the Institute written notice (an Option Notice) at any time during the Project Period plus further 12 months (together called the Option Period), negotiate the terms on which the Institute will grant the Company an exclusive licence (with the right to sub-licence) to use certain of the Results (the Licence).  
The price of an exclusive license will be based on the following principles:
- 3.6.1 Royalties will be calculated from revenues achieved in connection with the licensed product.

3.6.2 The royalty rate should not be unreasonably different from the comparable industry rates.

3.6.3 In the event that Company co-finances the Intellectual Property Rights in the Results owned by the Institute, it is entitled to a corresponding discount.

- 3.7 Following the Institute's receipt of an Option Notice, the Parties will negotiate in good faith, for a period of up to 12 months after the date of receipt of the Option Notice (the Negotiation Period) an agreement for the grant of the Licence. If the Parties are unable to agree the terms of the Licence within the Negotiation Period, the Company's rights under clauses 3.2 (but not the licence in clause 3.5) will lapse.
- 3.8 The Institute will not, during the Option Period or the Negotiation Period, negotiate with any third party with a view to granting a licence to use the Results or assigning the Intellectual Property Rights in the Results nor grant a licence to use the Results or assign the Intellectual Property Rights in the Results to any third party. During the 3 months following the end of the Negotiation Period, the Institute will not grant a licence of any Result or assign the Intellectual Property Rights in any Result to any third party on any terms more favourable than those offered to the Company pursuant to the clause 3.6.
- 3.9 Despite the provisions of the article 3 or the grant of any licence pursuant to it, the Institute and each employee and student of the Institute will have the irrevocable, royalty-free right to use the Results for Academic and Research Purposes, including research projects which are carried out by the Institute with any third party.

#### 4 ACADEMIC PUBLICATIONS

- 4.1 The Project is undertaken by the Institute in pursuance of a primary charitable purpose of the Institute; that is the advancement of knowledge through research in public's interest. Therefore, notwithstanding any other provision of this Agreement, any employee of the Institute (in each case whether or not involved in the Project) may, provided the Institute has not received a Confidentiality Notice under clause 4.2:
- 4.1.1 discuss work undertaken as part of the Project in Institute seminars, tutorials and lectures; and
- 4.1.2 publish any Background of the Company or any of the Results.
- 4.2 The Institute will submit to the Company, in writing, details of any of the Results and any of the Company's Background which any employee of the Institute intends to Publish, at least 30 days before the date of the proposed submission for Publication. The Company may, by giving written notice to the Institute (a Confidentiality Notice):
- 4.2.1 require the Institute to delay the proposed Publication for a maximum of 6 month(s) after receipt of the Confidentiality Notice if, in the Company's reasonable opinion, that delay is necessary in order to seek patent or other

protection for any of the Intellectual Property Rights in any of the Results or in any of the Company's Background which are to be Published; or

4.2.2 prevent the Publication of any of the Company's Background which is Confidential Information and which cannot be protected by patent or other Intellectual Property Right registration or which may be protected in that way but which the Company has chosen not to protect in that way.

The Company must give that Confidentiality Notice within 15 days after the Company receives details of the proposed Publication. If the Institute does not receive a Confidentiality Notice within that period, the proposed Publication may proceed, except in relation to the Company's Background which is the Company's Confidential Information and which may not be Published unless the Company has given its written consent to that Publication.

## 5 CONFIDENTIALITY

- 5.1 The parties undertake not to disclose the information of the other party marked as confidential to third parties, except in situations where they are obliged to make such disclosure in accordance with the law or the Funding Conditions.
- 5.2 Without prejudice to any obligations of confidentiality in the Funding Conditions neither Party will either during the Project Period or for 3 years after the end of the Project Period, disclose to any third party, nor use for any purpose except as expressly permitted by this Agreement, any of the other Party's Confidential Information.
- 5.3 Neither Party (the Recipient) will be in breach of any obligation to keep any of the other Party's Confidential Information confidential or not to disclose it to any other party to the extent that:
- 5.3.1 if it is received from the other Party, it is known to the Recipient or any Group Company (demonstrable by written records) before its receipt from the other Party, and not already subject to any obligation of confidentiality to the other Party;
- 5.3.2 it is or becomes publicly known without any breach of this Agreement or any other undertaking to keep it confidential;
- 5.3.3 it has been obtained by the Recipient or any Group Company of Group Institute from a third party in circumstances where the Recipient has no reason to believe that there has been a breach of an obligation of confidentiality owed to the other Party;
- 5.3.4 it has been independently developed by the Recipient or any Group Company or Group Institute without reference to the other Party's Confidential Information;
- 5.3.5 it is disclosed pursuant to the requirement of any law or regulation or pursuant to the order of any court of competent jurisdiction or the requirement of any competent regulatory authority, and that, in each case

where the law permits, the Party required to make that disclosure has informed the other, within a reasonable time after being required to make the disclosure, of the requirement to disclose and the information required to be disclosed; or

5.3.6 it is approved for release in writing by an authorised representative of the other Party.

5.4 Neither Party will use the other's name or the name of any of the key personnel provided by the other Party or the other Party's logo in any press release or product advertising, or for any other promotional purpose, without first obtaining the other Party's written consent.

## 6 LIABILITY

6.1 Each of the Parties warrants to the other that, to the best of its knowledge and belief, any advice or information given by it or any of its employees who work on the Project, or the content or use of any Results, Background or materials, works or information provided in connection with the Project, will not constitute or result in any infringement of third party rights.

## 7 TERMINATION

7.1 Either Party may terminate this Agreement with immediate effect by giving notice to the other Party if the other Party:

7.1.1 is in breach of any provision of this Agreement and (if it is capable of remedy) the breach has not been remedied within 30 days after receipt of written notice specifying the breach and requiring its remedy;

7.1.2 becomes insolvent, or if an order is made or a resolution is passed for its winding up or if the other Party makes any arrangement with its creditors.

7.2 Clauses 4 (subject to clause 7.3), 5, 7.2, 7.3, and 8 will survive the completion of the Project or the termination of this Agreement for any reason and will continue in full force and effect indefinitely or, in the case of clause 5, in accordance with clause 5.2.

7.3 On the termination of this Agreement all rights and licences granted by one Party to the other Party under or pursuant to this Agreement will automatically terminate except:

7.3.1 any rights to use any Results or Background for Academic and Research Purposes;

7.3.2 any right to Publish in accordance with clause 4; and

7.3.3 any rights granted to the Company pursuant to clause 3.5.

## 8 GENERAL

8.1 Notices: Any notice to be given under this Agreement must be in writing, must

be delivered to the other Party by any of the following methods: by hand or courier, by pre-paid first class post, by recorded delivery post.

The Parties' respective representatives for the receipt of notices are, until changed by a notice given in accordance with this clause, as follows:

**For the Institute:**

Name: prof. Martin Hof, Dr. rer. nat., DSc., J. Heyrovský Institute of Physical Chemistry of the CAS, v. v. i.

**For the Company:**

Name: Petr Kapoun, S.A.B. Aerospace s.r.o.

Address: Dolejškova 2155/3, 182 23 Prague 8, Czech Republic

Address: Technická 23 Brno, 616 00

- 8.2 Assignment: Neither Party may assign or transfer this Agreement as a whole, or any of its rights or obligations under it, without first obtaining the written consent of the other Party. Neither Party will unreasonably withhold or delay its consent.
- 8.3 No agency: Nothing in this Agreement creates, implies or evidences any partnership or joint venture between the Parties, or the relationship between them of principal and agent. Neither Party has any authority to make any representation or commitment, or to incur any liability, on behalf of the other.
- 8.4 Amendments: No variation or amendment of this Agreement will be effective unless it is made in writing and signed by each Party's representative.
- 8.5 Governing law: This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation are governed by, and this Agreement is to be construed in accordance with, Czech law with exclusion of collision norms. The Czech Courts will have exclusive jurisdiction to deal with any dispute (including any non-contractual claim or dispute) which has arisen or may arise out of, or in connection with, this Agreement, except that a Party may bring proceedings to protect its Intellectual Property Rights or Confidential Information in any jurisdiction.
- 8.6 Counterparts: This Agreement may be executed in any number of counterparts. Once it has been executed and each Party has executed at least one counterpart, each counterpart will constitute a duplicate original copy of this Agreement. All the counterparts together will constitute a single agreement. The transmission of an executed counterpart of this Agreement (but not just a signature page) by e-mail (such as in PDF or JPEG) will take effect as the delivery of an executed original counterpart of this Agreement. If

that method of delivery is used, each Party will provide the other Party with the original of the executed counterpart as soon as possible.

#### Schedule 1 - Project Plan

Project Title: SLAVIA

Time schedule: 18. 10. 2021 – 18. 10. 2022

#### Contribution of the Institute:

1. Definition of the scientific goals and objectives of the SLAVIA mission.
2. Participation on requirements specification.
3. Detailed design of the scientific payload: Instruments VESNA, HANKA and upon subcontract provision of the Detailed design of the ŘÍP-2, and their interfaces with SLAVIA satellite.
4. Design of the scientific part of the mission operations phase.
5. Participation on the overall mission discussion and contribution to the project deliverables.
6. Close cooperation with the engineering team.

#### Background/Materials to be contributed by each Party:

The Institute contributes VESNA - original idea and idea intention, ground based support, idea concept of the device; HANKA - original idea and ideological intention, ground based support, ideological concept of the device; technical design of the device.

The Company contributes know-how regarding the implementation of space missions.

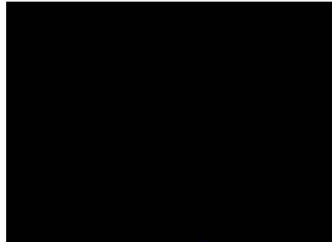
3rd parties: Institute of Atmospheric Physics CAS contributes RIP-2 - original idea and ideological intent, ground based support, ideological concept of the device; technical design of the device.

#### Tasks to be carried out by each Party:

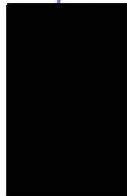
The Institute shall prepare a feasibility study of the HANKA, VESNA and RIP-2 devices, including the design of their technological concept (Phase I) in cooperation with other entities. In Phase II, the development of the VESNA, HANKA and RIP-2 devices will take place within the consortium of CAS research institutes.

The Company shall design the SLAVIA satellite, carry out a feasibility study and implementation of the SLAVIA satellite mission, coordinate the development and construction of the VESNA device in the space technology stage.

On behalf of the Institute:



prof. Martin Hof, Dr. rer. nat., DSc.



Date: 06 -12- 2021

Place:

Affix company stamp:

Czech Academy of Sciences  
J. Heyrovský Institute of Physical Chemistry  
Dolejšková 2155/3, 182 23 Prague 8  
Czech Republic ①

On behalf of the Company:



Petr Kapoun



Date: 17/12/2021

Place: BRNO

Affix company stamp:

S.A.B. Aerospace s.r.o.  
Technická 2935/23, 616 00 Brno  
IČ: 02588862 ①  
DIČ: CZ02588862