

Project Participation Agreement/Plan

"TM04000065 - High entropy alloys prepared by additive manufacturing methods for use in nuclear energy"

Concluded in accordance with the provisions of Section 2(2)(j) of Act No. 130/2002 Coll., on Support for Research and Development from Public Funds and on Amendments to Certain Related Acts (Act on Support for Research and Development), as amended (hereinafter referred to as the "R & D Act").

(hereinafter referred to as "the Agreement")

Article I

The Contracting Parties

Principal Recipient

Name: ÚJV Řež, a. s.

Registered office: Hlavní 130, Řež, 250 68 Husinec

Represented by: Ing. Daniel Jiříčka, Chairman of the Board of Directors

Ing. Mr. Tomáš Novotný, Member of the Board of Directors

ID: 46356088

DIC: CZ46356088

Bank account:

Account No.:

File No.: B 1833 kept at the Municipal Court in Prague

(hereinafter referred to as the 'Principal Recipient')

and

Other project participant 1

Name: Centrum výzkumu Řež s.r.o.

Registered office: Hlavní 130, 250 68 Husinec- Řež

Represented by: Ing. Milan Patrik, MBA, Managing Director

Ing. Jan Milčák, Managing Director

ID: 26722445

DIC: CZ26722445

Bank account: [REDACTED]

Account No. [REDACTED]

File No.: C 89598 maintained by the Municipal Court in Prague

(hereinafter referred to as "Additional Participant 1")

and

Additional Participant 2

Name: Institute of Thermomechanics of the CAS, v.v.i.

Registered seat: Dolejšková 1402/5, 182 00 Prague 8

Represented by: doc. Ing. Miroslav Chomát, CSc., Director

ID: 61388998

VAT: CZ61388998

Bank account: [REDACTED]

Account No.: [REDACTED]

File number: registered in the register of the Ministry of Education of the Czech Republic under file number 17113/2006-34/ÚT

(hereinafter referred to as 'Additional Participant 2')

and

Additional Participant 3

Name: COMTES FHT a.s.

Registered office: Průmyslová 995, 334 41 Dobřany

ID: 26316919

DIC: CZ26316919

Bank account: R [REDACTED]

Account No. [REDACTED]

Represented by: Ing. Libor Kraus, Chairman of the Board of Directors

File No.: B 1469 filed with the Regional Court in Pilsen

(hereinafter referred to as "Additional Participant 3")

and

Additional Participant 4

Name: Charles University

Registered office: Ovocný trh 560/5, 116 36 Prague 1, CZ, part of the Faculty of Mathematics and Physics

ID: 00216208

DIC: CZ00216208

Bank account: [REDACTED]

Account No. [REDACTED]

Represented by: doc. RNDr. Mirko Rokyta, CSc., Dean of MFF UK

(hereinafter referred to as "Additional Participant 4")

Non Contracting party

Name: Idaho National Laboratory

Registered seat: 1955 N Fremont Ave, Idaho Falls

ID: 83415

Represented by: Peter B. Wells, Chief Operations Officer, Nuclear Science and Technology

("Foreign Partner")

(Principal Recipient, Additional Participant 1, Additional Participant 2, Additional Participant 3, Additional Participant 4, are hereinafter collectively referred to as the "Parties"). Additional Participant 1, Additional Participant 2, Additional Participant 3, Additional Participant 4, hereinafter collectively referred to as "Additional Participant") Foreign Parter is referred to as Foreign Partner.

Preamble

The Parties and Foreign Partner have jointly submitted a project proposal (hereinafter referred to as "Proposal") and a Common Proposal (hereinafter referred to as "CP") for the international project entitled "High-entropy alloys prepared by additive manufacturing methods for use in nuclear energy" (project code: TM04000065; hereinafter referred to as "the Project").

The proposal and CP were selected for support by the Provider and DOE on 30 November 2022. The Principal Recipient will enter into a contract for the provision of support with the Provider in accordance with Section 9 of the PPA.

The Foreign Partner will received their funding directly from DOE, performing project efforts solely in accordance with their contract with DOE.

The Parties enter into this Contract for the purpose of cooperation and adjustment of rights and obligations on the Project defined under the Contract and further undertake to cooperate on the practical application of the results resulting from this Project.

Article II

Subject matter of the Agreement

2.1 The subject matter of the Contract is to define the rights and obligations of the Parties in their mutual cooperation on the Project.

2.2 The subject matter of the Contract is also to define the conditions under which the Principal Recipient will provide part of the earmarked funds to the Additional Project Participants.

2.3 The subject matter of the Contract is also the regulation of the rights and obligations of the Parties to the material assets necessary for the Project and acquired by the Additional Participant, to the results of the Project and the use of the results of the Project.

2.4 A Foreign Partner is also involved in the Project, but its financing is provided by a foreign organization of the Department of Energy of the United States of America and is not the subject of this Agreement. Foreign Partner will perform efforts solely in accordance with their Contract with the Department of Energy,

Article III

Terms and Conditions of Cooperation between the Parties (Not applicable/does not include Foreign Partner)

3.1 The cooperation of the Parties shall be carried out under the terms of the Agreement, in accordance with the approved Project and the General Terms and Conditions of the TAČR (version 7), which are Annex 3 to this Agreement.

3.2 An integral part of the Contract is Annex No. 2 - Binding Parameters of the Project Solution, which are the approved Project proposal within the meaning of Section 9(2) of the CPR.

3.3 The Parties undertake to make all necessary efforts to fulfil the purpose, objective and result of the Project as set out in Article II of the Contract and in the Binding Parameters of the Project Design. Failure to achieve the purpose, objective and result of the Project as set out in Article II of the Contract and in the Binding Project Design Parameters may only be justified by the fulfilment of circumstances generally recognised and defined as force majeure.

3.4 The Parties undertake to act in a manner that does not jeopardize the implementation of the Project and the interests of the individual Parties. Further terms and conditions for the provision of support and the handling of the Project are set out in the General Conditions of the TAČR (version 7).

Article IV

Composition of the Project - Principal Investigator and Co-PIs

4.1 The person responsible for the scientific solution of the Project on the side of the Principal Recipient is the Principal Investigator: [REDACTED]

The person responsible for the scientific execution of the Project on the part of "Additional Participant 1" is the Investigator: [REDACTED]

The person responsible for the scientific solution of the Project on the part of "Additional Participant 2" is the responsible investigator: [REDACTED]

The person responsible for the scientific solution of the Project on the part of "Additional Participant 3" is

Responsible Investigator: prof. Ing. Ján Džugan, Ph.D. (Director of Research and Development; [REDACTED])

The person responsible for the scientific management of the Project on the part of "Additional Participant 4" is

Responsible Investigator: [REDACTED]

The person responsible for the scientific solution of the Project on the part of the "Foreign Partner" is

Responsible Investigator: [REDACTED]

4.2 The Principal Investigator of the Principal Recipient is responsible for the overall scientific level of the Project. He/she must be employed by the Principal Recipient or have a similar employment relationship. The responsible Additional Investigator of Additional Participant 1 is responsible to Additional Participant 1 for the overall professional level of the Project. The responsible Additional Investigator of Additional Participant 1 must be employed by Additional Participant 1 or have a similar employment relationship. The responsible Additional Investigator of Additional Participant 2

shall be responsible to Additional Participant 2 for the overall professional level of the Project. The responsible Additional Investigator of Additional Participant 2 must be employed by Additional Participant 2 or have a similar employment relationship. The responsible Additional Investigator of Additional Participant 3 shall be responsible to Additional Participant 3 for the overall professional level of the Project. The responsible Additional Investigator of Participant 3 must be employed by or have a similar employment relationship with Participant 3. The responsible Additional Investigator of Additional Participant 4 shall be responsible to Additional Participant 4 for the overall professional level of the Project. The responsible Additional Investigator of Participant 4 must be employed by or have a similar employment relationship with Participant 4.

Article V

(Objectives of the project)

The project "Additive manufacturing of high entropy alloys for nuclear applications (AMHEA)" shall contribute to the objectives set out in the Common Proposal. The project objectives and results are, in summary, to:

- Design of HEAs - The design will be focused on the AlMoNbTiZr system, with Cr, Fe and W additions and Si and Y microalloying
- Additive manufacturing of HEAs
- Microstructure and mechanical properties, analysis of material microstructure, mechanical properties testing, selection of best alloy composition and processing parameters
- Corrosion exposure (Idaho National Laboratory)
- Exposure of samples to molten salt and PbLi corrosive environments, evaluation of the material response
- Corrosion exposure (Centrum výzkumu Řež s.r.o.)
- Exposure of HEA samples to high temperature in He, PbLi and molten salts environments, evaluation of the material resistance
- Neutron irradiation of samples (Centrum výzkumu Řež s.r.o.)
- Ion irradiation (Idaho National Laboratory)
- Radiation damage of HEAs after irradiation
- Analysis of microstructure of studied HEAs after irradiation, mechanical properties testing of irradiated samples in hot-cells, selection of the best performing material
- Design of reactor components
- Design of suitable components demonstrating the AM capability for nuclear applications: Spacer Grid for GFR, Nuclear Seal Components
- Near-net shape AM of the components

- Fabrication of near-net shape semi-products by AM, thermal treatment, surface-finishing of the products

Article VI

Project Management, Method of Involvement of the Parties in the Project

6.1 The Principal Recipient shall act as the Project Coordinator for Parties and ensure administrative cooperation with the Provider. The foreign partner shall act as coordinator on the US side and shall ensure administrative cooperation with the DOE.

6.2 The other participants in the Project undertake to act in such a way as to enable the Principal Recipient to fulfil its obligations arising from generally binding legal regulations of the Czech Republic relating to targeted support for research and development (in particular the RDI) and the contracts concluded by it with the Provider in relation to the Project.

6.3 The Parties undertake to carry out, within the framework of the cooperation on the Project, within the specified deadlines and to the specified extent, the actions specifically specified in the Project proposal, or other actions necessary or required for the implementation of the Project.

6.4 Each of the Parties shall be responsible for that part of the Project which it actually carries out and performs or is required to perform.

6.5 The Parties and Foreign Partner undertake to participate in inspection days convened by the Principal Recipient. Inspection days may be carried out using communication technologies. A record of the conduct and outcome of the inspection day shall be drawn up and stored by the Principal Recipient in a common electronic repository.

Article VII

Evaluation of the Project (Not applicable/does not include Foreign Partner)

7.1 For the purpose of verifying and evaluating the progress of the Other Participant's cooperation in the solution

Project, the Additional Participant shall submit to the Principal Recipient:

- a. interim periodic reports
- b. interim non-periodic reports
- c. final report and implementation plan
- d. statements of the Project's eligible costs
- e. a report on the implementation of the results
- f. other reports, if specified by the Principal Recipient

7.2 Interim periodic report means a report on the progress of the Project part of the Next Participant, any deviations in the content of the solution of part of the Project and a report on the results achieved over the preceding period.

7.3 The Additional Participant is obliged to submit interim periodic reports to the Principal Recipient always no later than 15 calendar days after the end of a given calendar year of implementation Project, and the interim periodic report must cover the period of that calendar year.

7.4 Interim Non-Periodic Report means a report on the achievement of the sub-objectives of the Project, i.e. a report on individual results for which steps have been initiated to secure legal protection or publication or which will be subject to commercial exploitation as proprietary information.

7.5 Final Report means a report of all the work, objectives, results and conclusions resulting from the Other Participant's collaboration on the relevant part of the Project, with a summary of all the findings resulting from these actions, in such a form as to provide sufficient information about the results to third parties to enable them to apply for a licence to the knowledge or other authorisation to use the knowledge and other results resulting from the collaboration on the part of the Project. As part of the final report, the Additional Participant shall provide the Principal Recipient with supporting documentation on the total eligible costs incurred for the Project.

7.6 The Final Report shall cover the entire period of the Project Component and shall be provided by the Additional Participant to the Principal Recipient within 20 calendar days after the completion of the Project Component, even in the event of early termination of the Project.

7.7 Project Eligible Cost Statements means statements that capture and evidence the use of Eligible Costs by the Additional Participant.

7.8 The Eligible Cost Statements shall be submitted by the Additional Participant together with each Interim Report by the deadlines specified for submission of the Interim Report pursuant to Section 7.3 of this Article.

7.9 The Implementation Plan is a document that specifies how the Results will be Project will be put into practice.

7.10 The Results Implementation Report is structured information on the progress of implementation of the Project Results and on the implementation of the Implementation Plan, submitted for the purpose of evaluating the fulfilment of the indicators set by the given grant programme and other indicators useful for evaluating the effectiveness of the support provided. The report on the implementation of the Results must be provided by the other Project Participants to the Recipient by 20 July of the year following the end of the three-year implementation period under review.

7.11 The reports referred to in clause 7.1 of this Article shall be provided by the Additional Participant to the Principal Recipient in a single copy, and the Additional Participant shall comply with the Principal Recipient's instructions regarding the content, structure and reasonable time limits for submission of the reports, and shall submit the reports in such a suitable form that the reports may be published by the Principal Recipient or the Provider.

Article VIII

Rights and Obligations of the Parties (Not applicable/does not include Foreign Partner)

8.1 The Parties are obliged to inform each other of any changes concerning the Project, as well as of any inability of the Parties to perform their obligations under the Contract in a proper and timely manner and of any significant changes in their property status, such as, in particular, the establishment, merger or division of a company, change of legal form, reduction of share capital, entry into liquidation, bankruptcy of an entity, commencement of insolvency proceedings, termination of the relevant authorization to operate, etc., no later than 7 calendar days from the date on which they became aware of the change. Furthermore, the Parties shall be obliged to prove at any time that they are still eligible for the Project.

8.2 The Principal Recipient and the Additional Participant shall keep separate accounting records for all accounting cases relating to the Project.

8.3 The Principal Recipient and the Additional Participant undertake to submit to inspections of the Project by the Provider and other inspection bodies and to provide appropriate cooperation in such inspections.

8.4 Each of the Parties undertakes to duly complete and financially close the Project within the specified timeframe, including financial settlement.

8.5 The Additional Participant shall be responsible to the Principal Recipient for the management of the part of the Project implemented by it and for the management of the allocated part of the earmarked funds in its entirety.

8.6 The Principal Recipient and the Additional Participant undertake to archive the documents related to the Project for at least 10 years after the completion of the Project.

Article IX

Rights to tangible property (Not applicable/does not include Foreign Partner)

9.1 The owner of the tangible assets (infrastructure) necessary for the solution of a part of the Project and acquired with the grant provided shall be the Contracting Party that acquired the tangible assets. If the tangible assets have been acquired jointly by more than one Party, the tangible assets shall be owned jointly by those Parties, their share of ownership of the tangible assets being determined according to the proportion of the funds spent on the acquisition of the tangible assets.

9.2 During the implementation of the Project, the Contracting Parties shall not be entitled to dispose of the tangible assets referred to in paragraph 9.1 of this Article for the benefit of a third party without the Provider's consent, in particular they shall not be entitled to alienate, transfer, encumber, lease, lend or borrow such tangible assets.

9.3 The Parties are entitled to use the tangible assets referred to in paragraph 9.1 free of charge for the Project.

Article X

Intellectual Property (Not applicable/does not include Foreign Partner)

10.1 The Parties agree that the following rules shall apply to the results created exclusively by one Party and to the results created jointly by several Parties (hereinafter referred to as "Project Results").

10.2 Legal relations arising in connection with the protection of industrial property created in the performance of the purpose of the Agreement shall be governed by generally binding legislation of the Czech Republic, in particular Act No. 527/1990 Coll., on Inventions and Improvement Proposals, Act No. 207/2000 Coll, Act No. 478/1992 Coll., on utility models, Act No. 221/2006 Coll., on the enforcement of industrial property rights and protection of trade secrets, Act No. 206/2000 Coll., on the protection of biotechnological inventions, Act No. 441/2003 Coll., on trademarks and the Trademark Act.

10.3 This Contract shall regulate the rights of the Parties to intellectual property objects existing prior to the Contract and shall establish the rules for the use of such objects for the purposes of the Project implementation, and the Contract shall regulate the rights to intellectual property objects that arise during the Contract term. The results arising during the duration of the Project, including the allocation of ownership rights, shall be identified to the Parties in the Project Proposal.

10.4 For the purposes of the Contract, Intellectual Property shall mean any result of intellectual activity that results in an intangible good that is objectively traceable and that has actual or potential productive, industrial or scientific value. These include, in particular, inventions, technical solutions protected by utility models, industrial designs, improvement proposals, biotechnological inventions, trademarks, know-how and other results of intellectual activity.

10.5 Intellectual property in existence prior to the conclusion of the Agreement which is necessary for the implementation of the Project or for the use of its results shall remain the property of the Party concerned; the latter shall allow the use of such intellectual property by the other Parties to the extent reasonably necessary for the purposes of the implementation of the Project.

10.6 The Parties agree that intellectual property arising from the performance of tasks under the Project shall be the property of the Party whose employees created the intellectual property. The Parties shall notify each other of the creation of the Intellectual Property and the Party owning such Intellectual Property shall bear the costs of filing applications and conducting the relevant proceedings.

10.7 If the Intellectual Property is demonstrably created by the collaboration of employees of more than one Party in the performance of tasks under the Project, such Intellectual Property shall be jointly owned by such Parties in the proportion of their respective ownership interests that the employees of each Party contributed to the creation of the Intellectual Property. The Parties shall assist each other in the preparation of applications, including foreign applications. The Parties shall

share, in proportion to their respective ownership shares, the costs of filing applications and conducting the relevant proceedings.

10.8 If a Party is not interested in filing an application, the other Party may request that the right to file such application be transferred to itself. The Parties shall discuss the terms of the transfer of the right to file an application prior to the transfer. The Parties shall assist each other in preparing the filing of applications, including foreign applications. The Party to which the right to file the application is transferred shall bear the costs of filing the application and of the relevant proceedings.

The declaration of creation of the Subject Matter, e.g. of the creation of an invention, arising from the Project shall be made in writing and shall be made by the Party which has contributed the most to the creation of the Subject Matter, in case of equal shares the declaration shall be made by the Beneficiary. The declaration shall not prejudice or jeopardise the protection of the Project results and intellectual property, otherwise the Contracting Party shall be liable to the other Contracting Parties for the damage caused.

10.9 The rights of the originators shall be resolved by the Parties in accordance with Section 9 of Act No. 527/1990 Coll., on Inventions and Improvements, as amended, or similar regulations.

10.10 The Parties shall be entitled to use the know-how acquired during the implementation of the Project and to transfer the results of this know-how into practice.

10.11 If the rights to the subject of intellectual property to be created in the implementation of the Project belong to more than one Party in accordance with the provisions of the Contract, the co-owners shall decide on the use of these rights by voting, with each co-owner having the number of votes corresponding to its share of the result. Commercial exploitation without the consent of the other co-owners shall only be possible subject to prior agreement of the remuneration due to the other co-owners. Commercial exploitation of the subject-matter of intellectual property means its use in the context of an existing or new product, technology or service and its application in the market or its use for the conception and provision of a service. The Parties undertake to use their best endeavours to agree on the joint exploitation of the IPR. The valid conclusion of the licence agreement requires the consent of a majority of the co-owners. The transfer of the rights in the subject-matter of the intellectual property to a third party requires the consent of a majority of all the co-owners, each co-owner having as many votes as his share of the result. The consent of the other co-owners is not required for the transfer of the share of one of the co-owners to another co-owner. A co-owner may transfer his share to a third party only if no co-owner accepts a written offer of transfer within one month. In all other respects, the general rules on co-ownership shall govern the relations between the co-owners.

10.12 Intellectual property belonging to only one of the Parties may be used by that Party without restriction.

10.13 The Parties shall have the right to a non-exclusive licence on market terms to contributed rights and/or intellectual property arising from the Project owned by another Party, insofar as they are strictly necessary for the use of their own Project results, since without them the use of their own Project results would be technically or legally impossible. The licence must be requested within two years of the end of the Project.

10.14 Unless the Parties agree otherwise in writing, the provisions of this Article shall apply mutatis mutandis to claims to intellectual property arising from the Project in the event of early termination of the Agreement.

Article XI

Liability for damages (Not applicable/does not include Foreign Partner)

11.1 The Principal Recipient shall be liable to the Provider for the lawful use of the grant. The other participants shall be liable to the Principal Recipient for damage caused by a breach of obligations under the Contract, in particular for:

- failure to complete that part of the Project for which the Principal Recipient or Additional Participant is responsible under the Contract
- the provision of incorrect, incomplete or otherwise defective results of scientific work
- failure to comply with information obligations towards the Principal Recipient and the Provider as well as obligations arising from EU legislation and directives
- irregularities in bookkeeping and breaches of obligations to archive Project documents
- failure to provide cooperation in cases where the Contract requires it to provide cooperation
- illegal use of grant funds.

Article XII

Controls (Not applicable/does not include Foreign Partner)

12.1 The Additional Participant shall cooperate with the Provider in inspections of the Project's performance of its objectives, including inspections of the use and utilization of the Grant and the appropriateness of the Project's costs, which the Provider is entitled to carry out at any time. Financial control shall be carried out in accordance with Act No. 320/2001 Coll., on Financial Control and Act No. 552/1991 Coll., on State Control, as amended.

12.2 The Provider shall also evaluate the results achieved by the Project and carry out checks on their legal protection.

12.3 The Additional Participant shall enable the Provider or persons authorized by it to carry out a comprehensive audit pursuant to this Article to a reasonable extent and shall make its accounting records related to the Project available to the Provider in terms of their maintenance pursuant to the provisions of Section 8(1) of the PIA, at any time during the course of the Project or within ten years from the termination of this Agreement and provide the necessary cooperation. This arrangement shall not affect or limit the rights of the control and financial authorities of the Czech Republic.

12.4 The Principal Recipient shall be entitled to inspect the other Participant throughout the term of this Agreement to a reasonable extent and frequency to check the fulfilment of the Project objectives and sub-projects, including checking the disbursement and use of the support and the effectiveness of the costs incurred.

Article XIII

Duration of the Contract, withdrawal from the Contract and contractual penalties (Not applicable to Foreign Partner)

13.1 The Contract is concluded for a definite term, with the duration of the Contract starting from the effective date of this Contract until the completion of the Project.

13.2 If the Additional Participant uses the earmarked support under the Contract contrary to its purpose or for a purpose other than that for which it was granted under the Contract, the Principal Recipient shall be entitled to unilaterally withdraw from the Contract in writing. The Principal Recipient shall also be entitled to withdraw from the Contract if the information provided by the Additional Participant prior to the conclusion of the Contract, which constituted the conditions to which the conclusion of the Contract was subject, proves to be false.

13.3 If the Principal Recipient withdraws from the Contract pursuant to the preceding paragraph, the Additional Project Participant shall be obliged to reimburse the Principal Recipient the subsidy in the amount as decided by the Provider, including any material benefit obtained in connection with the unauthorised use of the subsidy, within 30 days of the date on which it received a written copy of the instrument containing the notice of withdrawal from the Contract from the Principal Recipient.

13.4 The Additional Participant shall be entitled to withdraw from the Contract only if the Principal Recipient has materially breached its obligations under this Contract. In particular, a material breach of the obligations of the Principal Recipient under this Agreement shall be deemed to have occurred if the Principal Recipient has failed to provide the Additional Participant with a portion of the Grant for the relevant calendar year.

13.5 Withdrawal from the Contract shall be effective upon its delivery to the other Party.

14.6 If the Principal Recipient is in breach of its obligation to provide the Additional Participant with part of the Grant for a given calendar year or if it provides it late, the Principal Recipient shall be obliged to pay the Additional Participant a contractual penalty of 3 per cent of the amount that should have been provided to the Additional Participant for each day of delay.

13.7 If the Provider does not recognise the costs of the Project of the Additional Participant or part thereof, the Additional Participant shall reimburse the unrecognised costs or part thereof within the time limit set by the Principal Recipient. If the Additional Participant fails to reimburse the unrecognised costs or part thereof within the time limit, it shall pay to the Principal Recipient a contractual penalty of 3 per cent of the unreimbursed amount for each day of delay.

13.8 The liquidated damages provisions, wherever referred to in the Contract, shall be without prejudice to the entitlement of the Principal Recipient or the Additional Participant to compensation.

The Parties hereby expressly exclude the application of Section 2050 of Act No. 89/2012 Coll., Civil Code.

Article XIV

Final Provisions (Not applicable to Foreign Partner)

14.1 The Project data is subject to confidentiality code C, The subject matter of the Project is subject to commercial confidentiality (Section 504 of Act No. 89/2012 Coll., Civil Code), but the Project title, the Project objectives and, in the case of a completed or discontinued Project, the evaluation of the Project outcome delivered to the CEP, are modified to be disclosable.

14.2 The Parties agree to resolve any disputes arising during the implementation of the Contract by mutual agreement. Should a dispute not be resolved by agreement, all disputes arising out of and in connection with the Contract shall be finally and finally settled by judicial proceedings under Czech law.

14.3 The Contract may be terminated by full performance of all obligations of all Parties arising therefrom, by withdrawal from the Contract pursuant to the provisions of Article XIV. of the Contract or by written agreement of the Parties in which the terms of termination of the Contract shall be agreed between the Principal Recipient and the Additional Participant. A proper accounting of all funds expended by the Parties on the Project shall form an integral part of the termination agreement.

14.4 Relationships not regulated by the Contract shall be governed by the laws and regulations in force in the Czech Republic, in particular the PPL and Act No. 89/2012, Civil Code.

14.5 The response of the Parties to this Contract, pursuant to Article 1740, paragraph 3 of the Civil Code, with an amendment or deviation, does not constitute an acceptance of the offer to conclude this Contract, even if it does not substantially modify the terms of the offer.

14.6 If any provision of this Contract is found by a court of competent jurisdiction or other authority to be invalid, ineffective, unenforceable, or such that it shall be disregarded, such provision shall be deemed to be severed from this Contract and the remaining provisions of this Contract shall remain in full force and effect unless the nature of such provision or its contents or the circumstances under which it was entered into show that it cannot be severed from the remainder of this Contract. In such case, the Parties shall enter into such amendments to this Contract as may be necessary to achieve the same result and, if that is not possible, as close as possible to that which should have been achieved by the invalid provision, the unenforceable provision or the provision disregarded.

14.7 The Principal Recipient and the Additional Participant assume the risk of a change in circumstances within the meaning of Section 1765 of the Civil Code.

14.8 The Principal Recipient and the Additional Participant acknowledge that this Agreement is subject to the regulations of Act No. 340/2015 Coll., the Act on the Register of Contracts, and therefore will be published in the Register pursuant to Section 4 of this Act. Publication shall be arranged by the Principal Recipient.

14.9 Amendments and additions to the Contract may be made only by agreement of the Parties in the form of written numbered amendments to the Contract.

14.10 Annex No. 1 - Binding Parameters of the Project Solution is an integral part of the Contract.

14.11 The Parties hereby declare that they have read the Contract before signing it and that the Contract corresponds to their free, serious and certain will, free from mistake.

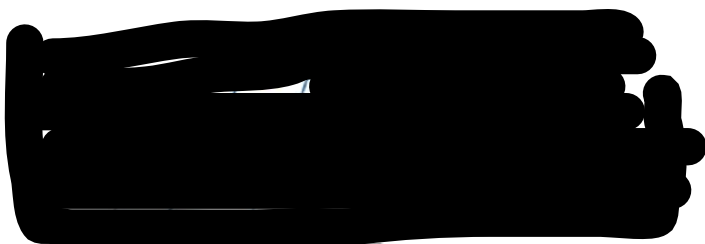
Annex 1 - Common Proposal

Annex 2 - Binding parameters of the project design

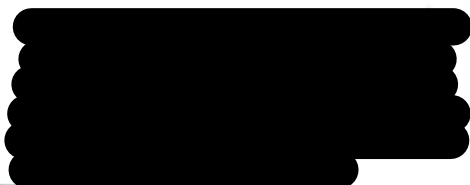
Annex 3 - General Conditions of Contract

Principal Recipient

V ŘEŽI 5.9.2023



Ing. Daniel Jiříčka
Chairman of the Board of Directors
ÚJV Řež, a.s.



Ing. Mr. Tomáš Novotný
Member of the Board of Directors
ÚJV Řež, a.s.

Additional Participant 1

V ŘEŽI 15. 9. 2023

[REDACTED]

Ing. Milan Patrik, MBA
Managing Director
Centrum výzkumu Řež s.r.o.

[REDACTED]

Ing. Ján Milčák
Managing Director
Centrum výzkumu Řež s.r.o.

V Praze 18.9.2023



doc. Ing. Miroslav Chomát, CSc.
Director
Institute of Thermomechanics of the CAS, v.v.i.

Doklady dle 18.9.2013

[REDACTED]

Ing. Libor Kraus
Chairman of the Board of Directors
COMTES FHT a.s.

v Praze dne 25.9.2023



doc. RNDr. Mirko Rokyta, CSc.,
Dean of MFF UK
Charles University

Foreign Partner

1.9.2023



Peter B. Wells
Chief Operations Officer, Nuclear Science and Technology
Idaho National Laboratory