|  |
| --- |
| **The Parties:** |
|  |
| **1.** **Výzkumný a zkušební ústav Plzeň s.r.o.** |
| Registered office:  Tylova 1581/46, 00 Plzeň, Czech Republic |
| ID No.: 47718684 |
| Represented by: Ing. STANISLAV AUDY MARTÍNEK, Ph.D., MBA, director  Ing. JITKA JUSTOVÁ, director |
| (the “**VZÚ**” ) |
| and |
|  |
| **2.** **Západočeská univerzita v Plzni** |
| Registered office: Univerzitní 2732/8 Plzeň, Czech Republic |
| ID No.: 49777513 |
| Represented by:doc. Ing. Jiří Hammerbauer, Ph.D., Vice-Rector for Research, Creative Activities and Doctoral Study |
| (the “**ZČU**”)  and  **3. Fatigue Analysis RI s.r.o.**  Registrered office: V zátiší 423, 330 08 Zruč-Senec, Czech Republic  ID No.: 05178487  Represented by: Ing. MAREK HEJMAN, Ph.D., director  (the “**FATIGUE**”)  and  **4. Solaris Bus & Coach S.A.**  Registrered office: ul. Obornicka 46, Bolechowo-Osiedle, 62-005 Owińska, Poland  ID No.: 5240015630  Represented by Dariusz Michalak, Deputy CEO for R&D  Tomasz Barański, Member of the board  (the “**SOLARIS**”) |
|  |
| hereby enter, on the day, month, and year below, into this |
|  |
| **Agreement on Utilization of Project Results** |
|  |
|  |
| **I** |
| **Project Information** |
|  |
| 1. The Parties jointly implement a research and development project approved in M-ERA.NET 2 Call 2019 titled “Composite reinforcement in a light stainless steel bus structure”, (hereinafter referred to as the “Project”). The project was supported by Technology Agency of the Czech Republic (hereinafter referred to as the "Provider") from public funds under the research and development support program called EPSILON with reg. no. TH71020003. |
| 1. The end date of the Project implementation has been set at 12/2023. |
|  |
|  |
| **II** |
| **Specification of Results and Ownership of the Results** |
|  |
| 1. By implementing the project, the Parties have achieved the following results: |
|  |
| 1. Title of result – Database of Material Characteristics and FEM models   Identification number - TH71020003-V1 |
| Type of result – “O – other results” |
| Ownership of the result – VZÚ 25%  ZČU 25%  FATIGUE 25%  SOLARIS 25% |
|  |
|  |
| 1. Title of result – Results of Fatigue Tests with the Support of FEM   Identification number- TH71020003-V2  Type of result – “O – other results” |
| Ownership of the result – VZÚ 25 %  ZČU 25 %  FATIGUE 25 %  SOLARIS 25 %   1. Title of result – Functional sample and the Methology for the production and the Calculation of the Hybrid Joint   Identification number- TH71020003-V3  Type of result – “G-funk – functional sample”  Ownership of the result – VZÚ 25%  ZČU 25%  FATIGUE 25 %  SOLARIS 25 % |
| (hereinafter jointly referred to as the “**Results**”). |
|  |
| 1. The Results are consistent with the Project objectives. |
| 1. The Results, including the final report on the Project, constitute an intellectual property of the Parties and the ownership rights (intellectual property rights) to the Results are exercised by the Parties as co-owners. |
| 1. The Parties declare that the Results are not at the same time results of another project or research plan. |
|  |
|  |
| **III.** |
| **Rights to Use the Results** |
|  |
| 1. The parties undertake to exploit the Results in the manner specified in the previous article no later than two years following the Project completion. The Parties undertake to collaborate and provide each other with maximum cooperation so that the Results can be exploited. 2. The parties are obliged to exploit and disseminate the Results in accordance with this agreement and in compliance with the rules for state aid set forth in Articles 107 and 109 of the Treaty on the Functioning of the European Union, in the Communication from the Commission – Framework for state aid for research and development and innovation (2022/C 414/01) and Commission Regulation (EU) No. 651/2014 of 17 June 2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty on the Functioning of the European Union. |
| 1. The Parties may use the jointly owned Results (Joint Results) non-commercially without limitations and commercially only upon a written agreement concluded by all co-owners of the Result, which stipulates the specific conditions of such use, incl. financial compensation. Commercial use means use of a Result as part of an existing or a new product, technology or service, and their application in the market, or use for the concept and provision of a service. |
| 1. License agreements and other agreements to use a Joint Result with third parties will be entered into by all co-owners of the Joint Result. License fee from such agreements will be split between the Parties in the proportion of their co-ownership shares. Each Party may negotiate individually about the conditions of commercial use with third parties and must notify the other Parties about the outcomes of such negotiations immediately. If either Party unreasonably refuses to enter into a license agreement on the Joint Result, although a third party is willing to sign the agreement and pay a license fee that is not less than the market price, such Party must pay to the other Party compensation in the amount of the twice the license fee. The obliged Party will pay the full compensation within 30 days of the receipt of a written call for payment. Upon payment of the compensation, the Parties may still negotiate with other parties interested in a license agreement, where the provisions of this clause will similarly apply to such further negotiations. |
|  |
| **IV.** |
| **Confidential Information** |
|  |
| 1. The Results provided in Article II, par. 1 of this Agreement constitute intellectual property and business secrets of the respective Parties (owners of these Results), and the Parties agree not to disclose the other Party’s business secrets to any third Party without the other Party’s prior written approval. |
| 1. Results not mentioned in paragraph 1 of this Article do not constitute the Parties’ business secret and information about them can be disclosed without limitation. |
|  |
| **V.** |
| **Penalties** |
|  |
| 1. If either Party breaches its obligation under this Agreement and fails to remedy (where a remedy is possible) such breach within a reasonable period of time upon the other Party’s call, the breaching Party must pay a penalty in the amount of CZK 10,000.00 (ten thousand Czech Crowns), unless another penalty is determined by this Agreement. If either Party breaches the confidentiality obligation under Article IV hereof, the breaching Party must pay a penalty to the other Party in the amount of CZK 50,000.00 (fifty thousand Czech Crowns). The Party’s claim for damages in full shall not be affected by payment of the penalty. |
|  |
| **VI** |
| **Final Provisions** |
|  |
| 1. This Agreement is entered into for a period of 4 years. |
| 1. This Agreement is governed by the laws of Czech Republic excluding its conflict of law provisions. 2. The Parties shall endeavor to settle their disputes amicably. All disputes arising out of or in connection with this Agreement, which cannot be or have not been solved amicably, shall be finally settled by the competent court of Czech Republic law. |
| 1. This Agreement may be amended or modified by written addenda only, mutually confirmed by both Parties. For this purpose, an exchange of e-mail or other electronic messages will not be regarded as a written form. |
| 1. The contract shall be concluded by electronic means and shall be drawn up in one original, on which the electronic signatures of the representatives of the contracting parties (in the form of qualified electronic signatures or guaranteed electronic signatures based on a qualified certificate) shall be recorded. The signed electronic version shall be received by the Parties. |

Date ………………………….. Date ……………………….

……………………………………. ………………………………

Name(s) and Title(s) Name(s) and Title(s)

Date ………………………….. Date ……………………….

……………………………………. ………………………………

Name(s) and Title(s) Name(s) and Title(s)