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|  | **AGREEMENT ON PARTICIPATION IN THE PROJECT AND THE USE OF PROJECT RESULTS**  Agreement number: 12049/2024/00 |
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|  | This agreement, hereinafter referred to as "**Agreement**" entered into on the day, month and year below and on the following terms and conditions by the following parties, hereinafter referred to as "**Parties**,"  **Brno University of Technology**  **Faculty of Electrical Engineering and Communication**  Registered address: Antonínská 548/1, 601 90 Brno ID: 00216305  VAT ID: CZ00216305 Bank account: Česká národní banka, Na Příkopě 28, Praha 1, xxx Represented by: prof. RNDr. Vladimír Aubrecht, CSc., dean Responsible employee: xxx hereinafter referred to as “**Beneficiary**” or “**BUT**”  and  **Garrett Motion Czech Republic s.r.o.**  Registered address: Tuřanka 100, 62700, Brno ID: 06610005  VAT ID: CZ06610005 Bank account: xxx, BNP Paribas S.A., pobočka Česká republika, Milevská 2095/5, Krč, 140 00 Praha 4 Represented by: Ing. Libor Urbanec, Ph.D.  Responsible employee: xxx hereinafter referred to as “**Project Participant 1**” or “**GAR**”  and  **Johannes Kepler University – Institute of Electrical Drives and Power Electronics**  Registered address: Altenberger Str. 69, 4040 Linz, Austria ID: 57515567 VAT ID: ATU57515567 Bank account: AT663400000002624773  Represented by: Univ.-Prof. DI Dr. Gerd Bramerdorfer Responsible employee: xxxx hereinafter referred to as “**Project Participant 2**” or “**JKU**”  **Preamble**  The Beneficiary has together with the Project Participants developed a research project “Advanced technologies for fuel cell subsystem compressors” and submitted a Funding Application as described in provision I.  TA CR has agreed to provide funding for this Project.  The Grant agreement will/shall be concluded between the Beneficiary and TA CR.  **I. Subject matter of the Agreement**  1. The subject matter of this Agreement is to determine the terms and conditions of cooperation between the Parties on the implementation of a research and development project submitted in the 1st public competition of “Programme for the support of applied research and innovation THÉTA 2”, sub-programme 3 of the Technology Agency of the Czech Republic (hereinafter referred to also as “**TA CR**” or “**Granting Authority**”).    2. Identification of the project:  **Name: Advanced technologies for fuel cell subsystem compressors**  **Registration number: TS01030197**  (hereinafter referred to also as “**Project**”)  3. The mutual rights and obligations of the Parties will be stipulated in the following.  **II.** **Project implementation and term of Agreement**  1. The Project is implemented from 07/2024 to 06/2028.  2. This Agreement shall enter into force upon signature of all Parties and into effect upon publication in the register of contracts (also see Art. XIV). It is concluded for the entire funding period or project implementation as foreseen above (07/2024 - 06/2028) and settlement of all obligations of the Parties, with exception of surviving Article VII, VIII, IX, and X of this Agreement.  3. The subject matter of the Project implementation is the development of technologies for compressors of fuel cell subsystems. Specifically, the development and validation of the following technologies shall be conducted:   * explosively coated rotors, * Rotors produced by multi-material 3D printing, and * bearingless electric motor designs.   4. Project objectives: The objective is to increase the technological readiness of key technologies for next-generation compressors that will not contain rare earth magnets and will provide comparable or better performance than current solutions. In addition, the project will focus on the development and implementation of bearingless technologies for these compressors, with the aim of improving their performance.  5. Planned results:   * Functional sample of air compressor for verification of explosively coated rotor technology * Functional sample of air compressor for verification of multi-material additive manufacturing technology of electric motor rotor * Functional air compressor sample for verification of bearingless electric motor technology * Laboratory sample of electric motor with explosively coated rotor * Laboratory sample of electric motor with rotor realized by multi-material additive manufacturing. * Laboratory sample of a bearingless electric motor   6. The Beneficiary is responsible for the management of the Project.  **III. Cooperation between the Parties**  1. To fulfil the subject matter of this Agreement as defined above, the Parties undertake mutual cooperation of the Principal Investigator of the Beneficiary and Principal Investigator of the Participants (or other authorized persons as specified in the Project) on the following tasks in order to implement the Project:  WP1 – Project management,  responsibility – BUT; participation – GAR, JKU   * Administrative project management * Technical Project Management   WP2 - Research and development of innovative rotor technologies for high-speed applications, responsibility – BUT; participation – GAR, JKU   * Analysis and selection of suitable available materials for the technologies under development * Research and development activities and studies aimed at improving rotor technology and manufacturing through explosive plating * Research and development work and studies aimed at improving rotor technology and production through multi-material additive manufacturing * Analytical work to verify functionality of new technologies in relevant applications & design of subcomponent test samples * Specifications of purchased components * Management of supply activities * Implementation of subcomponent sample and testing * Analytical evaluation of sub-component test results and design of measures * Analytical work on specification of requirements for electrical machine laboratory samples for verification of developed technologies * Multidisciplinary design of electrical machine laboratory sample incorporating the upgraded technologies * Preparation of documentation for the manufacture of laboratory samples of electric motors * Purchase and manufacture of sub-components for electric motor laboratory samples * Support work during the assembly of the electric motor laboratory samples * Preparation activities for testing of electric motor laboratory samples, definition and approval of the test plan * Testing of laboratory motor samples * Analytical evaluation of electric machine laboratory sample test results and recommendations for further development   WP3 – Development of electric motors with innovative rotors for compressors,  responsibility – BUT; participation – GAR, JKU   * Multidisciplinary design and optimization of electric motors * Preparation of documents for the production of electric motors * Specification of purchased components * Management of supplier activities * Purchase and manufacture of sub-components for laboratory samples of electric motors * Support during production and recovery of compressors * Support work during testing and its planning and preparation * Design of motors design modifications based on test results * Analytical evaluation of the test results and recommendations for further development   WP4 – Research and development of bearingless technologies for high-speed compressors,  responsibility – JKU; participation – GAR, BUT   * Research and development work and studies aimed at improving the technology of bearingless electric machines with a focus on compressor applications * Material characterization of implemented ferromagnetic materials and developed samples in WP2 * Analytical work on specification of requirements for a laboratory sample of a bearingless electric machine to verify the functionality of new technologies in a relevant application * Specification of purchased components * Management of supplier activities * Design of an electrical machine laboratory sample incorporating bearingless technologies * Preparation of documents for the production of a laboratory sample of a bearingless electric motor * Purchase and manufacture of sub-components for the laboratory sample of a bearingless electric motor * Supporting work during the assembly of a laboratory sample of a bearingless electric motor * Preparatory work for testing of the laboratory sample of the electric motor, definition and approval of the test plan * Testing of a laboratory sample of an electric motor * Analytical evaluation of the results of the test of the laboratory sample of the electric motor and recommendations for further development * Modifications of control algorithms and developed technologies of the bearingless machine based on testing results   WP5 – Development of the electromagnetic and control parts of the bearingless compressor,  responsibility – JKU; participation – GAR, BUT   * Multi-disciplinary design including control and hardware for a bearingless electromotor design for the compressor * Preparation of documents for the production of electric motors and other components * Specification of purchased components * Management of supplier activities * Purchase and manufacture of sub-components for a working sample of a compressor with a bearingless electric motor * Support during compressor assembly * Support work during testing and its planning and preparation * Design of compressor design modifications based on test results * Analytical evaluation of test results and recommendations for further development   WP6 – Development and design of mechanical parts of the compressor,  responsibility – GAR; participation – JKU, BUT   * Support for WP2 and WP4 work packages * Theoretical work aimed at defining the requirements for the mechanical part of compressors * Theoretical studies and analyses aimed at optimizing the design of innovative compressors * Research and development work on compressors with a view to integrating new technologies * Design of mechanical parts of laboratory samples of electric motors to verify newly developed technologies * Evaluation of sub-component test results for further development * Specification of purchased components * Management of supplier activities * Assembly of laboratory samples of electric motors developed in WP2 and WP4 * Support during testing of laboratory samples of electric motors developed in WP2 and WP4 * Evaluation of the test results of the laboratory samples with recommendations for further development * Design of mechanical parts of compressors for newly developed technologies * Suggesting modifications to the design of compressors based on test results * Analytical evaluation of test results and recommendations for further development   WP7 – Compressor manufacturing,  responsibility – GAR; participation – JKU, BUT   * Support for other WP3 and WP5 work packages * Theoretical work aimed at defining preliminary requirements for compressors * Theoretical work aimed at defining the actualised requirements for compressors * Design of mechanical parts and calculations of rotor dynamics etc. for compressors * Preparation of technical documentation for the designed compressors * Specification of purchased components * Management of supplier activities * Production and assembly of compressors * Creation of compressor verification test plans   WP8 – Testing of compressor units,  responsibility – GAR; participation – JKU, BUT   * Preparatory work for testing final functional samples of compressors * Final performance testing of functional compressor samples * Final testing of environmental requirements of functional compressor samples * Final reporting of compressor performance results   **IV. Project financing**  1. The entire funding of the Granting Authority will be paid into an account specifically opened for this purpose by the Beneficiary.  The Beneficiary undertakes to transfer the funding payments received to the Project Participants in accordance with the allocation rules for the purposes of the Project implementation as defined above in III, as follows:  To Project Participant 1 (GAR): **912 814 CZK** subdivided into:  44 106 CZK in 2024,  114 679 CZK in 2025,  273 727 CZK in 2026,  371 843 CZK in 2027,  108 459 CZK in 2028.  To Project Participant 2 (JKU): **5 617 115 CZK** subdivided into  265 379 CZK in 2024,  931 327 CZK in 2025,  1 674 280 CZK in 2026,  1 518 340 CZK in 2027,  1 227 789 CZK in 2028.  2. The Beneficiary is obliged to pay the funds to the Participants by wire transfer to bank account specified in the header of the Agreement within 20 days of receiving the earmarked funds from the Granting Authority.  3. In case the Granting Authority decides to provide a different amount of the funds for the Project implementation than the amount specified in the Project proposal, the Parties undertake to adjust the amount of the funds proportionally by an amendment to this Agreement.  4. The funds transferred are not subject to VAT.  5. The funds transferred under this Agreement are provided by the Beneficiary to the Participants for the reimbursement of the actual operating costs actually incurred as defined in this Agreement in line with the applicable requirements of the Granting Authority.  6. The funds of the Granting Authority are based on the estimated costs as outlined in the Project application. These estimated costs reduced by the funds of the Granting Authority leaves not funded costs incurred by the Parties in each case to be borne by the relevant Party as follows:   1. The Beneficiary: 1 614 589 CZK (2024: 221 696 CZK, 2025: 619 160 CZK, 2026: 319 155 CZK, 2027: 324 068 CZK, 2028: 130 510 CZK) 2. The Project Participant 1: 1 250 940 CZK (2024: 59 675 CZK, 2025: 155 154 CZK, 2026: 370 338 CZK, 2027: 503 084 CZK, 2028: 162 689 CZK) 3. The Project Participant 2: 624 127 CZK, (2024: 29 487 CZK, 2025: 103 481 CZK, 2026: 186 032 CZK, 2027: 168 705 CZK, 2028: 136 422 CZK)   **V.** **Use of the provided funds**  1. The Participants and the Beneficiary respectively each are obliged:   1. To use the funds exclusively to pay for demonstrable, necessary costs directly related to the fulfilment of the objectives and parameters of the Project, in accordance with the conditions set out in the specific regulations of the Funding Authority for this Project. 2. To keep – in accordance with its own usual accounting and management principles and practices – separate accounting records on the use and disbursement of these funds provided for the Project so that these funds and their disposition are separated from other assets of the Party. These records shall be kept for a period of 10 years after the end of the funding for the Project. In keeping these accounting records, the Parties shall comply with legally binding provisions, customary accounting practices and the relevant binding conditions set out in the principles and guidelines of the Funding Authority applicable to this funding. 3. To undertake to take part in the efficient Project implementation and fulfil, promptly and on time, all of its obligations under this Agreement as may be reasonably required from it. 4. To endeavour to achieve the planned results, objectives and parameters of the Project. 5. Within the total costs actually spent on the implementation of the Project, the established ratio between the costs paid from the funds provided from the state budget and other established forms of financing of the Project must be respected. 6. To submit a written annual report to the Beneficiary no later than 31st December of the calendar year in which the Project is carried out on the implementation of the Project during that year. By 20th January of the following year, the Participants each shall submit a detailed account of the management of the funds granted to them. Each Participant is obliged to return to the Beneficiary the funds which were not used by the end of the calendar year by 31st December granted that the amount will be notified by the Participants in advance to the Beneficiary. The Beneficiary shall subsequently return the unused to the Granting Authority by 15th February. If a specific legal regulation or decision of the TACR lays down different conditions for the settlement of accounts or financial settlement, the Beneficiary shall inform the Participants and the Parties shall comply with these conditions. 7. In the event that an obligation to reimburse special-purpose funds arises for reasons other than financial settlement, the Participant is obliged to immediately request in writing of the Beneficiary and to request the terms and conditions and the method of settlement of these funds. 8. To enable the Granting Authority or its authorized persons carry out complex inspection of both Project results as well as the accounting records and use of the special-purpose funds that were provided to the Participant from the state budget for the implementation of the Project, at any time during the Project implementation or 10 years after the last part of the funds was transferred. This does not affect or limit the rights of the control and financial authorities of the state administration of the Czech Republic. 9. To manage the special-purpose funds obtained on the basis of the decision of the Granting Authority and this Agreement and with the property and rights acquired with them in accordance with generally binding legal regulations concerning the management of state property (e.g. Act No. 134/2016 Coll., on public procurement, as amended; Act No. 218/2000 Coll., on budgetary rules and on amendments to certain related acts, as amended). 10. To inform the other Parties especially the Beneficiary of any inability to fulfil any obligations under this Agreement in a proper and timely manner and of any significant changes in its property status, such as the establishment, merger or division of a company, change of legal form, reduction of share capital, entry into liquidation, initiation of insolvency proceedings, termination of business permit etc., immediately after these changes become legally valid. 11. To return to the Beneficiary the funds provided and not yet used, including any property benefit derived from their use, within 30 days of the date on which it notifies, or should have notified the Beneficiary in accordance with the preceding paragraph, that facts have arisen which make it impossible for the Participant to continue to perform its obligations under this Agreement. 12. To work together with the other Parties to develop the Data Management Plan so that it can be submitted by the Beneficiary with the first interim report, update it regularly and cooperate so that the updated version of the Data Management Plan can be submitted by the Beneficiary with the interim or final report. 13. To communicate, through the Beneficiary, to the Granting Authority during the Project implementation, information on the availability and dissemination of research results and research data, if produced with public support, in accordance with the principle that research results and research data are made public with the exception of justified cases when the research results and research data shall not be made public. 14. To comply with other obligations arising from Art. 4 of the General Terms and Conditions of the “Programme for the support of applied research and innovation THÉTA 2” of the Technology Agency of the Czech Republic. 15. The Beneficiary as coordinator will draw the Participants, especially Participant 2´s attention to obligations arising from the specific Czech regulations mentioned in this CA and provide the relevant information.   **VI. Rights to tangible property**  1. The owner of tangible assets necessary for the Project implementation and acquired from the provided funds is the Party that acquired the said assets or created them during the implementation of the Project. Where such assets have been acquired or created jointly by both Parties, their share of ownership of such assets shall be equal, unless they agree otherwise.  2. Property acquired by a Party in direct connection with the implementation of the Project objectives and acquired with the special-purpose funds provided shall during the Project not be disposed of by the Participant/Party in contravention of this Agreement without the prior written consent of Beneficiary and the Granting Authority respectively.  3. The Parties hereto undertake to make available to one another, if necessary, the above-mentioned property devices required for the execution of the Project acquired with the funds. The Parties are free to make available to each other devices for the execution of the Project by separate agreement and as far as possible and admissible.  **VII.**  **Confidentiality**   1. Confidential Information means all technical information or business information that one Party makes available to the other Party within the Project AND which is expressly declared or marked as confidential. 2. The Parties shall apply the same degree of care with regard to the Confidential Information disclosed to them as with their own confidential or proprietary information, but in no case less than reasonable care and not transfer any information to third parties without prior written consent of the other Party. Confidential information is only to be made accessible to those employees and subcontractors of the Party who need to know the information to be able to implement the Project. 3. The confidentiality obligation does not apply: 4. to information that is or that becomes general knowledge, unless this general knowledge is a consequence of a violation of the obligation of non-disclosure by the receiving Party; 5. to information that can be demonstrated to be priory available to the receiving Party without any obligation of non-disclosure; 6. if and to the extent that the information is made available to the receiving Party by a third party who is under no obligation of non-disclosure; 7. to information which has been developed independently of existing findings; the Party who has independently developed such information must provide relevant evidence; 8. to information that, following transfer by the disclosing party, must be made available to third parties as a result of legal, regulatory, official or judicial requirements; or 9. to information which is defined as not being confidential by mutual written agreement of the relevant Parties.   **VIII.**  **Background – Access Rights to Background**   * 1. The Parties contribute the following Background to the Project:   Beneficiary:   * Knowledge and experience in the construction, design and calculation of electrical machines, drives and power converters, * knowledge and experience in modelling and optimisation of electrical machines and power converters, * knowledge and experience in measurement and experimental analysis of electrical machines, drives and power converters, * knowledge of high-speed electrical machine development   Project Participant 1:   * Knowledge of high-speed electrical machine development * Knowledge and experience in the construction, design, simulations and optimization of electrical machines, power electronics and SW control * Knowledge and experience in the construction, design, simulations and optimization of Fuel Cell Compressors, its bearing system and aerodynamic stage * Knowledge and experience in experimental analysis, performance, endurance and noise testing of Fuel cell compressor, electrical motors, its power electronics and software on both assembly (full system) and component (sub system) level.   Project Participant 2:   * Knowledge and experience in construction, design and calculation of bearingless high-speed permanent magnet synchronous machines (PMSMs). * Knowledge and experience in modelling and optimisation of bearingless high-speed PMSMs * Knowledge and experience in controlling and commissioning bearingless high-speed PMSMs. * Knowledge and experience in measuring and experimental analysis of bearingless high-speed PMSMs. * Knowledge and experience in characterization of ferromagnetic material.   1. Anything not listed as contributed Background above shall not be the object of any rights of use (Access Rights) foreseen in this Agreement.   2. Background remains the property of the Party contributing the Background (that owned it prior to the Project).   3. The other Parties are entitled to non-exclusive use of Background of the other Parties if and as far as needed for the performance of the own work on the Project, on royalty-free basis for the purposes and the duration of the Project.   4. The Parties are entitled to start negotiations about the grant of non-exclusive licence (Access Rights on a non-exclusive basis) under common market conditions to the Background of another Party if it is needed for exploitation of their own Results. Needed for exploitation in the meaning that without the grant of such rights of use to Background the exploitation of their own result would be technically or legally impossible. Such request may be made up to two years after the end of the Project.   5. The Parties are not entitled to use the Background of the other Parties for any other purposes or in any other manner, unless agreed otherwise in separate written agreement.   6. The Parties shall use the Background of the other Party at their own risk and acknowledge that the Background is made available without any guarantee, namely regarding its correctness, accuracy and suitability of the given purpose. The Party using the Background of the other Party shall in all cases be entirely and solely liable for the use to which it puts such information and materials and no Party granting Access Rights shall be liable in case of infringement of proprietary rights of a third party resulting from any other Party exercising its Access Rights.   **IX.**  **Results – ownership and protection**   1. Results are research and development results achieved within the Project in whatever form or nature, whether or not they can be protected, as well as any rights attached to it, including intellectual property rights ("Results"). 2. The owner of the Results has the right, on his own expense and responsibility, to suggest and obtain appropriate intellectual property protection embodied within the Results. The protection of intellectual property means filling of domestic and/or foreign applications for an invention, such as patent, utility model, industrial design, trade secrets, copyright. 3. In case of Results jointly owned by two or more Parties, intellectual property rights shall be registered jointly, unless a separate application is advantageous for technical reasons and the concerned Parties agree such procedure in advance. The reciprocal shares of the co-owners shall be determined by mutual consent in writing in a separate agreement on the basis of the contributions made by the concerning Parties. As far as not agreed otherwise between the Parties, the Parties bear the costs of obtaining and maintaining the intellectual property protection in accordance with their co-ownership shares. The written consent of all co-owners is needed in order to transfer industrial property, in particular patent or utility model, to offer licence to intellectual property or to enter into licence agreement with a third party. 4. Each of the co-owners is entitled to independently assert claims from demonstrable violations of intellectual property protection. 5. Any licencing revenues resulting from jointly owned results shall be divided according to the co-ownership shares insofar as no other related agreement exist. 6. The Parties shall ensure and take all conceivable precautions and enter into all written agreements, that they can make use without restrictions of inventions and Results that are affected or developed by employees, agents or third-party contractors within the Project. 7. Unless the Parties agree otherwise in writing, the provisions of this article shall apply mutatis mutandis to claims to Results in the event of early termination of this Agreement.   **X.** **Rights to Results, Access Rights to Results and exploitation of Results**  1. Rights to Results:   1. Results achieved solely by one Party within the framework of the Project, shall be owned by the Party which developed them (created with creative work) 2. Results that are achieved jointly by two or more Parties within the framework of the Project in a way, that their creative inputs cannot be separated without loss of the essence or their respective contribution of each Party cannot be established, these Results shall be jointly owned by the contributing Parties according to their input. If the creative shares of the Parties cannot be determined or the Parties do not agree otherwise, it applies that the co-ownership shares are equal.   2. Access Rights to Results:   1. The other Parties are entitled to non-exclusive use of Results of the other Parties needed for the performance of the own work on the Project, on a royalty-free basis for the purposes and the duration of the Project. 2. Each Party is entitled to non-exclusive use of the Results owned by another Party under common market conditions, if and as far as these Results are necessary for use of the Results of the former. Such request to be granted the licence may be made up to two years after the end of the Project. 3. Regarding joint-Results, each joint owner is entitled to use their jointly-owned Results for non-commercial research and teaching activities on a royalty-free basis. Any co-owner of such joint-Result is entitled to use commercially such jointly owned Result, if the Parties beforehand enter into an agreement on the exploitation of the joint-Results which determines inter alia the method of dividing income from commercial use (compensation based on market conditions) taking into account the requirements of the Union framework for state aid for research and development innovation.   3. The provisions of previous paragraphs do not prevent the Parties to agree on modified ownership or usage rights to the Results in individual cases, if applicable legislation (especially Union framework for state aid for research and development and innovation) and Grant Authority rules are respected.  4. Unless Parties agree otherwise in writing, the provisions of this article shall apply mutatis mutandis co claims to Results in the event of early termination of this Agreement.  5. The Parties undertake to cooperate on and to provide maximum collaboration in order to create the Plan for Exploitation and Dissemination of Results for the achieved Results. Any possible agreement on transfer of the ownership rights or usage right to the Results between the Parties, shall be under common market conditions. For the avoidance of doubt, the Parties hereby expressly declare that they do not transfer any rights to the results in this Agreement, unless an amendment stipulating such transfer to this Agreement is entered into.  **XI.**  **Publication**   1. The Parties shall be entitled to publish Results achieved by them. 2. Publications shall be subject to compliance with the contractual confidentiality provisions. 3. The Parties shall, to the best of their ability, participate in the publication of any fundamental Results. 4. A Party that intends to publish its Results must give at least 15 days advance notice to the other Parties together with sufficient information on the Results it will publish. Any other Party may object within 15 days of receiving notification, if it can show that legitimate interests in relations to its Results or Background would be significantly harmed. An objection is justified if a) the protection of the objecting Party´s Results or Background would be adversely affected, or b) the objecting Party´s legitimate interests in relation to its Results or Background would be significantly harmed, or c) the proposed publication includes Confidential Information of the objecting Party. The objection has to include a precise request for necessary modifications. If an objection has been raised the involved Parties shall discuss how to overcome the justified grounds for the objection on a timely basis (for example an amendment to the planned publication and/or by protecting information before publication) and the objecting Party shall not unreasonably continue the opposition if appropriate measures are taken following the discussion. If no objection is made within the time limit stated above, the publication is permitted. 5. Students participating in projects shall be entitled to use their research results, e.g. for bachelor, master, diploma or doctoral theses. Non-disclosure regulations shall be agreed in writing prior to the start of work by the student. Embargo periods shall be kept as short as possible with a maximum of 3 years. Confidential information (know-how, business and trade secrets) and information whose publication would be harmful to the Parties should not be included in bachelor, master, diploma and doctoral theses if possible. 6. A Party shall not include in any publication another Party´s Results or Background without obtaining the owning Party´s prior written approval, unless they are already published.   **XII.** **Liability**  1. In respect of any information or materials (incl. Results and Background) supplied by one Party to another under the Project, no warranty or representation of any kind is made, given or implied as to the sufficiency or fitness for purpose nor as to the absence of any infringement of any proprietary rights of third parties.  2. Therefore, the recipient Party shall in all cases be entirely and solely liable for the use to which it puts such information and materials, and no Party granting Access Rights shall be liable in case of infringement of proprietary rights of a third party resulting from any other Party (or its entities under the same control) exercising its Access Rights (rights of use).  3. In case one of the Parties violates the conditions of cooperation stipulated in this Agreement, the damaging Party is obliged to pay provable damages to the damaged Party in accordance with the liability provisions above.  4. No Party shall be responsible to any other Party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts.  5. A Party´s aggregate liability towards the other Parties collectively shall be limited to once the Party´s share of the funding of the Project.  6. A Party´s liability shall not be limited under either of the two foregoing paragraphs to the extent such damage was caused by a wilful act or to the extent such limitation is not permitted by law.  7. In case a Party uses the special-purpose funds contrary to the purpose and/or for different purpose than they are provided for by the Granting Authority, or a Party uses or withholds them without authorization, the Parties agree that such actions will be considered for the purposes of this Agreement as violation of budgetary discipline in the sense of § 44 of Act No. 218/2000 Coll., on budget rules and on the amendment of some related acts, as amended, and will have consequences analogous to those stated in this Act.  8. No Party shall be considered to be in breach of this Agreement if it is prevented from fulfilling its obligations under the Agreement by force majeure.  9. Each Party will notify the other Parties of any such force majeure without undue delay. If the consequence of force majeure are not overcome within 6 weeks after such notice, the Parties shall – in consultation with the Granting Authority – decide a possible transfer of tasks.  **XIII.**  **Export Control**   1. No Party shall be considered to be in breach of this Agreement if it is prevented from fulfilling its obligations under this Agreement due to a restriction resulting from import or export laws and regulations and/or any delay of the granting or extension of the import or export license or any other governmental authorisation, provided that the Party has used its reasonable efforts to fulfil its tasks and to apply from any necessary license or authorisation properly and in time. 2. Each Party will notify the other Parties of any such restriction without undue delay. If the consequence of such restriction are not overcome within 6 weeks after such notice, the Parties shall – in consultation with the Granting Authority – decide a possible transfer of tasks.   **XIV.** **Final provisions**  1. Each Party undertakes to follow the grant agreement concluded between the Beneficiary and Granting Authority, including its appendixes, insofar as the obligations arising therefrom apply to him. The Participants are also obliged to provide the Beneficiary with all needed cooperation in order to comply with the obligations arising from the grant agreement concluded with the Granting Authority. The Beneficiary is obliged to provide the Participants with all necessary information and to fulfil its obligations under the Grant Agreement.  2. Principles that are not regulated by this Agreement are governed by Act No. 89/2012 Coll., the Civil Code, as amended, and legal regulations related to this Agreement, in particular Act. No. 130/2002 Coll., on the support of research, experimental development and innovation from public funds and on the amendment of related acts (the Act on the Support of Research and Development), as amended.  3. This Agreement can be amended only in writing, the change in any other form is excluded. Transactions made by electronic form or other technical means (e-mail, fax) are not considered to be in writing for this purpose.  4. This Agreement on mutual relations between the Parties enters into effect on the date of initiation of implementation of the Project, for the duration of project implementation and settlement of all obligations of the Parties, with exception of surviving Article VII, VIII, IX and X of this Agreement. In the event the Granting Authority does not grant and provide the special-purpose funds for Project implementation, and thus the Project implementation will not commence, this Agreement will not enter into effect and its validity automatically ends on the date of publication of the decision or Granting Authority’s notification.  5. Every Party in just causes shall be entitled to terminate this Agreement in compliance with the Granting Authority’s rules on project changes, knowing the possible consequences of termination of the entire Project. In such case, the notice period is 2 months and starts on the first day of the month following delivery of the notice. Termination must be made in writing, otherwise it is invalid.  6. By signing this Agreement, the Parties confirm that they are aware that the Agreement is subject to the obligation to publish it pursuant to Act. No. 340/2015 Coll., on the register of contracts, as amended. BUT publishes the Agreement.  7. This Agreement is drawn up in both electronic and physical form. In electronic form, this Agreement is signed by the BUT and JKU with a qualified electronic signature in accordance with the eIDAS Regulation. This Agreement is also drawn up in 3 (three) physical copies, signed by the GAR. Each party shall receive 1 (one) physical copy to confirming the physical signature of GAR and each party shall also have an electronically signed form of this Agreement confirming the signature of BUT and JKU.  8. This Agreement contains a complete agreement on the subject matter of the Agreement, that the Parties wanted to negotiate and that they consider important for the binding nature of this Agreement. No expression of the Parties made during the negotiation of this Agreement, nor the expression made after the conclusion of this Agreement cannot be interpreted in conflict with the expressed provisions of this Agreement and does not create any obligation of either Party.  10. The Parties have agreed that this Agreement and its provisions are governed by Czech law, with the exclusion of conflict of laws rules. In case any disputes arise, that cannot be resolved amicably, the courts of the Czech Republic will be competent.  11. This Agreement is drawn up English. |
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In Brno on \_\_\_\_\_\_\_\_\_\_\_ In Brno on \_\_\_\_\_\_\_\_\_\_\_

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prof. RNDr. Vladimír Aubrecht, CSc. Ing. Libor Urbanec, Ph.D.   
dean Managing Director  
The Beneficiary/BUT Project Participant 1/GAR

In Linz on \_\_\_\_\_\_\_\_\_\_\_

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Univ.-Prof. DI Dr. Gerd Bramerdorfer

Head the Institute of Electrical Drives and Power Electronics   
(signed on his behalf by his legal deputy Univ.-Prof. DI Dr. Wolfgang Gruber)   
Project Participant 2/JKU