AGREEMENT ON THE ALLOCATION, EXPLOITATION AND PROTECTION OF RESEARCH AND DEVELOPMENT RESULTS

**based upon the Regulation on the implementation of the European Economic Area (EEA) / Norwegian Financial Mechanism 2014-2021 (hereinafter the “Regulation”, adopted on 2016-09-23) and the KAPPA Project Contract**

Parties:

1. **Technical University of Liberec**

Registered office in: Studentská 1402/2, 460 01 Liberec 1

ID: 46747885

DIC: CZ46747885

Banking connection: xxx

Account number: xxx

 Represented by: doc. RNDr. Miroslav Brzezina, CSc., dr. h. c., Rector

Person responsible for the contractual relationship: xxx

Internal contract number: S/CXI/8450/2024/143

(hereinafter referred to as "**TUL” or “Project Promoter " or the “Beneficiary”)**

and

1. Name/Company: **SINTEF AS by its research institute SINTEF Industry**

Based in: Strindvegen 4, 7034 Trondheim, Norway

TIN: 919 303 808

Represented by: Eli Aamot, Executive Vice President

Bank connection: xxx

Account number: xxx

(hereinafter referred to as "**SINTEF**")

 and

1. Name/Company: **POLPUR, spol. s r.o.**

Based in: Kudrnáčova 1287, 51101 Turnov , Czech Republic

ID: 15043568

DIC: CZ15043568

Represented by: Ondřej Brustmann, CEO

Registered: Regional Court in Hradec Králové, register C/427

Bank connection: xxx

Account number: xxx

(hereinafter referred to as "**POLPUR**")

(hereinafter also referred to as the "**Parties**")

enter into a contract between them on the date, month and year indicated in Article VI-1 for the allocation, exploitation and protection of jointly owned Results from the Project "Inherently Flexible Aerogels for energy effiCient structurES (i-)FACES, and according to the Partnership Agreement entered into for said project:

**I.**

**Basic information about the project**

1. TUL is the Project Promoter and the Beneficiary and SINTEF AS and POLPUR are Project Partners and co-recipients of the grant provided to the project registration no. TO01000311 entitled "Inherently Flexible Aerogels for energy efﬁCient structurES (i-)FACES (hereinafter referred to as 'the **Project**'). The deadline for the completion of the Project was set at April 30, 2024.
2. On the basis of contract no. 2020TO01000311 dated February 9, 2021 (hereinafter referred to as the "**Project Contract**"), TAČR (hereinafter referred to as the "Program Operator") provided to the Beneficiary financial resources from the State Budget of the Czech Republic and from the EEA/ Norway Financial Mechanisms in the form of a special purpose subsidy to be used to achieve the objectives and parameters set out in the Project.
3. The Parties declare that the Project has achieved its intended objectives, i.e. produce single component “inherently flexible aerogels” xxx
4. The parties have concluded contract no. 1601471721 dated January 1, 2021 (hereinafter referred to as the "**Partnership Agreement**") and declare that, in accordance with the Partnership Agreement, they have achieved the Results described in Section III. For clarity it is confirmed that a Party may transfer own Results according to Partnership Agreement Art. 8.3, which shall include its share in jointly owned Results.
5. The Beneficiary declares that the specified Results from the Project are not also the Results of another project or research project.
6. In view of the obligation of the Parties to enter into this Joint Ownership agreement on the basis of the Partnership Agreement and the Project Contract, the Parties agree as follows.

**II.**

**Subject of the Agreement**

This agreement defines the Results achieved, further defines the mutual regulation of ownership or co-ownership and use rights to the Results, further defines the method of use of the Result and the period of time during which the Result will be used and further regulates the contractual relations between the Parties in the application of this agreement.

**III.**

**Results of the Project and allocation of the ownership of the Results**

1. In the course of the Project, the Parties have achieved the following Results and the Parties declare, in accordance with the Partnership Agreement, their participation in their creation and ownership or co-ownership rights to them as follows:
2. The name of the Result: „Inherently Flexible Aerogel - TO01000311-V2“

Type of Result: O – Other Result (Patent application)

Ownership interests to the Result: TUL xx %, SINTEF TTO xx %

1. The name of the Result: „Smart Responsive Aerogel - TO01000311-V5“

Type of Result: O – Other Result (Patent application)

Ownership interests to the Result: TUL – xx %

1. The name of the Result: „Advanced Support Structure - TO01000311-V9“

Type of Result: Gfunk - Functional sample

Ownership interests to the Result: POLPUR xx %, TUL xx %, SINTEF TTO xx %

1. The name of the Result: „Functionalized aerogel for sensor applications - TO01000311-V16“

Type of Result: Gfunk - Functional sample

Ownership interests to the Result: TUL xx %, SINTEF TTO xx %

1. The name of the Result: „Software - TO01000311-V8“

Type of Result: R - Software

Ownership interests to the Result: TUL xx %, SINTEF TTO xx %

hereinafter referred to as ("**Results**").

1. Parties undertake that any disposal of the rights to the Results will be carried out in accordance with rules on public aid within the meaning of Commission Regulation (EU) No.651/2014 of 17. June 2014 declaring certain categories of aid compatible with the internal market in accordance with Articles 107 and 108 of the Treaty ("the Regulation"), in particular Articles 25, 28 and 29; and in accordance with the provisions of the Framework for State aid for research and development and innovation No 2014/C 198/01 ("the Framework").
2. The Parties agree that the IP Manager who is responsible for protecting and managing the jointly owned Results is TUL. Being the IP manager includes the following tasks, rights and obligations:
* Keep records of all executed management tasks.
* Keep records of all issues reported by the Parties.
* Keep records of all relevant documentation of the results and its use.
* Execute an implementation plan.
* Issue to the Parties an annual status report regarding the jointly owned Results within January the following year, summarizing performed management activities, the partners use of the technology and IPR issues.
1. The Parties undertake to inform each other of the interest of third parties in using the Results. The sale of a jointly owned Result or the granting of a license to a third party for such a Result shall be possible only with the prior written agreement of all joint owners, the specific terms and conditions, including the distribution of the proceeds of the sale or license, being the subject of a separate agreement. Unless otherwise agreed, all co-owners of the Result are parties to this Agreement and the proceeds from the sale or licensing will be distributed according to the amount of the co-ownership shares.
2. The Parties agree on a pre-emption right in case a co-owner wants to transfer its co-ownership rights to a third party that is not listed in Attachment 3 to the Partnership Agreement. If a Party intends to transfer its co-ownership right in a Result to a third party not listed in said Attachment, it shall be obliged to offer its co-ownership right in a Result to the other co-owning Parties, reflecting their share of the ownership to the Result in question under normal business terms. The offer shall be made in writing and delivered to the other Parties. If none of the other Parties does accept the offer within 45 days from the date of delivery, the Party may transfer its co-ownership interest to a third party. If a Party transfers joint ownership of the Project Results to a third party, it shall ensure, by appropriate arrangements or contracts, that i: the obligations under this Joint Ownership Agreement, the Partnership Agreement and the Project Agreement (where applicable) are transferred to the new owner of the rights to the respective Result so as to safeguard the interests of the Program Operator and the other Parties under this Joint Ownership Agreement and ii. this owner has the obligation to pass them on in any subsequent transfer and iii. the rights of the other Parties to this Agreement will not be adversely affected by such transfer. The transfer of a co-ownership interest in the joint Result to a third party shall require the prior written consent of all co-owners.

**IV.**

**How to use the project Results**

1. The Parties undertake to cooperate and to provide each other with maximum cooperation to ensure that the Results are used in accordance with this Agreement.
2. Access Rights to Project Results for which a Party is not a co-owner are regulated in Article 9.4 of the Partnership Agreement.
3. The Parties have access rights to Results for internal research activities on a royalty-free basis.
4. No Party is entitled to use co-owned Results for commercial activities without prior written agreement with the other co-owners.
5. If the Results are not used in the above manner and within the period specified in Article VI. par. 1 of this Agreement, the co-owners shall be entitled to make the Results available to any interested party.

**V.**

**Protection of the Project Results**

1. The scope of the level of confidentiality of the project data is Confidential.
2. Any information provided by the Parties to each other in connection with the negotiations for the conclusion of this Agreement or in connection with the performance of this Agreement that is designated as "confidential" by either Party shall be considered by the Parties to this Agreement to be confidential information
3. The parties undertake to protect the Results and not to disclose a detailed description of the Results or other information that could be misused by another party and diminish the value of the Results. The Results shall constitute a trade secret of the Parties and all Parties undertake not to disclose the secret to any other person without the prior written consent of the other Party having rights under this Agreement in respect of the Results.
4. For confidentiality and non-disclosure obligations of the Parties under this Agreement Section 10: Non-disclosure of information of the Partnership Agreement shall apply.

**VI.**

**Final arrangements**

1. The Agreement shall enter into force and become effective on the date of its mutual signature by the authorized representatives of the Parties. The Agreement is concluded for a fixed term
of 10 years from the date of this Agreement becoming effective. For any and all co-owned patents, the Agreement period shall remain as long as the patent is valid. This Agreement may be terminated before it expires by written agreement of the Parties on the date specified in that written agreement. However, the provisions of Articles III., IV. and V. of the Agreement, as well as the provisions governing dispute resolution, liability of the Parties and penalty shall remain in force after termination of the Agreement.
2. The Parties may publish information on the Results of the Project if they have sole property rights in them according to the Partnership Agreement, Art 8.4.

1. The Project Promoter undertakes to comply with the obligation to provide regular written information on the manner, extent and timing of the exploitation and publication of the Results. In order to fulfil the obligations laid down in the Project Agreement and the Partnership Agreement, the Project Promoter shall send regular written information on the application of the Results to the Program Operator once a year for three years by 31 December, starting from the first year after the end of the project. SINTEF and POLPUR undertake to provide the Project Promoter with all necessary, appropriate and timely cooperation for fulfilment of such obligation by the Project promoter.
2. No Party shall be responsible to any other Party for any indirect or consequential loss, such as, but not limited to, loss of profit, loss of revenue or loss of contracts as a result of a breach of this Agreement. A Participant’s aggregate liability under this Agreement shall in all cases be limited to 100.000 EUR. The limitation of liability stated above does not apply in cases where the loss or damage was caused by a breaching Party’s gross negligence or wilful misconduct.
3. This Agreement shall be construed in accordance with the legal framework governing the EEA Financial Mechanism 2014-2021 and governed by the laws of Belgium excluding its conflict of law provisions.
4. This Agreement is concluded electronically.
5. Amendments and additions to this Agreement may only be made in the form of written amendments signed by the Parties.
6. All disputes arising out of or in connection with this Agreement, which cannot be solved amicably, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The place of arbitration shall be Brussels if not otherwise agreed by the conflicting Parties.
7. Parties declare that they have carefully read the contract and affix their signatures as evidence of their agreement to the above provisions.

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|  Stamp and signature of Polpur.................................................Ondřej Brustmann, CEOIn Turnov on 26.6.2024 |  Stamp and signature of TUL...................................................doc. RNDr. Miroslav Brzezina CSc., dr. h. c., RectorIn Liberec on 25.6.2024 |
| Stamp and signature of SINTEF .................................................Eli Aamot     Executive Vice PresidentIn Trondheim      on 28.6.2024 |