

FRAMEWORK RESEARCH COLLABORATION AGREEMENT

This framework agreement (“**Framework Agreement**”) is made as of January 1, 2024 (“**Effective Date**”) by and between the Parties:

CZECH TECHNICAL UNIVERSITY IN PRAGUE, FACULTY OF MECHANICAL ENGINEERING, a technical university organized and existing under the laws of the Czech Republic seated at Technická 4, Praha 6 – Dejvice, 166 07, ID NR. 68407700 (“**CVUT**”)

and

GE AVIATION CZECH s.r.o., a limited liability company, organized and existing under the laws of the Czech Republic seated at Beranových 65 19900, 199 00 Praha 18, ID NR. 27928845 (“**GEAC**”). GEAC trades as Avio Aero, a GE Aerospace company.

RECITALS:

- A)** This Framework Agreement is a new framework of collaboration and does not replace the previous Research Collaboration Agreement between the Parties, dated 14 October 2016.
- B)** This Framework Agreement is based on the terms agreed by the Parties in the Memorandum of Understanding, dated 22 December 2023 (“**MoU 2023**”).
- C)** Considering the successful collaboration of the Parties, CVUT is interested in further acquisition and development of new knowledge and skills, new educational programs, research and experimental development activities in the aerospace sector, turboprop aircraft engines, innovative materials, and disruptive technologies (collectively, the “**Research Framework**”).
- D)** As a technical university, CVUT is a research and knowledge dissemination organisation within the meaning of Section 1.3. (ff) of the Communication from the European Commission - Framework for State aid for research and development and innovation (2022/C 414/01) (“**EU R&D Framework**”), offering educational programs in multiple engineering fields as well as research, development, artistic and other activities in many fields of engineering, including the aerospace sector.
- E)** GEAC is the turboprop division of Avio Aero, a GE Aerospace company, a world-leading developer and provider of turboprop aircraft engines and related components and systems (“**Engine Products**”).
- F)** GEAC possesses technical expertise, know-how, data, and skills that are fundamental for the implementation of Research Framework and accomplishment of jointly defined individual projects implemented through effective collaboration with CVUT (“**Research Projects**”) in accordance with Section 2.2.2. of the EU R&D Framework.

- G**) Through Research Project collaboration, the Parties are interested to exchange knowledge or technology, or to achieve a common objective based on the division of labor contributing to its implementation, and sharing its risks, as well as its results.
- H**) Such collaboration on Research Projects is of mutual interest and benefit to the Parties and is consistent with CVUT's primary mission, which is education and advancement of knowledge.

ARTICLE 1 - DEFINITIONS

Unless the context otherwise requires, the following expressions shall have the following meanings:

- 1.1** **“Background Technology”** means all technology, know-how, inventions, data or information, and all related pending and issued patents and other intellectual property rights, that were developed or otherwise acquired by a Party:
 - (a) prior to the Effective Date of the specific Research Project Agreement, or
 - (b) outside of but during the term of the Research Project, and
 and which is not Foreground Technology as defined in the Research Project Agreement.
- 1.2** **“Contributions”** means financial and non-financial contributions provided by each Party to carry out the Research Project(s).
- 1.3** **“Equipment”** means the equipment required to carry out the Research Project not limited to test engines, tooling, and instrumentation, to be acquired by a Party in connection with the performance of their specific obligations under the Research Project Agreement. For clarity, infrastructure is not considered as Equipment.
- 1.4** **“Foreground Technology”** means all technology, know-how, inventions, data or information, and all related pending and issued patents and other intellectual property rights, that are: initially created or otherwise acquired jointly or solely by the Parties specifically within the Research Project.
- 1.5** **“Proprietary Information”** means any or all of the following:
 - (i) Foreground Technology, Background Technology,
 - (ii) information or data exchanged between the Parties in relation to the Research Project which is:
 - a. disclosed in tangible or electronic form and marked as proprietary or confidential with a suitable legend; or
 - b. disclosed in intangible form, such as by oral disclosure or observation, and is identified as proprietary or confidential at the time of disclosure and, within 30 days of such initial disclosure is summarized in a writing which is marked as proprietary or confidential with a suitable legend, and

- (iii) information, data, or knowledge that specifically pertains to any engine developed or produced by GEAC or any GEAC affiliate and includes, for example, engine and component designs, engine performance data, engine and component specifications and test conditions and data and Key Technologies within the meaning of internal policies of the General Electric Company (“**GEAC Engine Specific Information**”).

1.6 “**Reconciliation**” means the settlement of the value of the Foreground Technology against the Contributions already provided during the Research Project. Reconciliation includes the execution of appropriate licensing, sales, assignment or like agreements.

1.7 “**Records**” means files and books containing all data reasonably required for verification of the costs and contributions incurred by a Party in connection with the Research Project.

1.8 “**Scope of Work**” means all the work that each Party shall carry out to complete the specific Research Project.

1.9 “**Research Project Agreement**” means each agreement with specific terms of individual Research Projects based on this Framework Agreement.

1.10 “**Steering Committee**” means a committee of 5 members. Each Party shall appoint 2 members and the chairperson of the committee shall be appointed on an alternating basis between the Parties every year. The first chairperson for 2024 shall be appointed by GEAC. Either Party may change these persons by written notice to the other Party.

ARTICLE 2 - SUBJECT MATTER OF THIS FRAMEWORK AGREEMENT

2.1 This Framework Agreement regulates general rights and obligations of the Parties pertaining to Research Projects.

2.2 This Framework Agreement does not require any Party to execute any Research Project Agreement.

2.3. **Order or precedence.** In case of conflict, the provisions of Research Project Agreement shall take precedence over this Framework Agreement.

ARTICLE 3- RESEARCH PROJECTS, SCOPE OF WORK AND CONTRIBUTIONS

3.1 **Contributions.** The Parties shall agree in the specific Research Project Agreement on their Contributions. The Contributions shall reflect on the agreed Scope of Work. Both Parties will keep true and accurate Records of Contributions for any and each Research Project.

3.2 **Modifications of the agreed Scope of Work.** If a Party submits a proposal for modification of the specific Scope of Work, the Parties shall evaluate such proposal, discuss related Contributions, and agree on a reasonable path forward in good faith. Similar discussions shall occur if the actual costs associated with the Scope of Work increase significantly from the initial estimates of the Parties. All modifications shall be submitted in writing.

ARTICLE 4 – EQUIPMENT AND GEAC’S ACCESS TO CVUT INFRASTRUCTURE

- 4.1 Equipment.** Each Party will maintain ownership of the Equipment purchased by such Party after completion of the Research Project with the exception of the Equipment which shall be installed as parts or subcomponents into the Equipment of other Party, in which case the ownership shall be transferred to the other Party and considered as a Contribution. The Parties may agree otherwise.
- 4.2 Return of Equipment.** Each Party shall return the Equipment made available by the other Party for use to its original state (normal tear and wear accepted) and shall not modify the Equipment, unless agreed otherwise in writing.
- 4.3 Access to testing infrastructure.** The Parties shall mutually grant to their personnel and subcontractors involved in the Research Project access to their testing locations and facilities in Prague and Hradec Králové during normal working hours as required to perform their obligations relevant to the Research Project. Each Party may nominate an accompaniment person (escort). All activities on the infrastructure must be agreed by the Parties in advance in writing. Each Party may temporarily limit or completely deny access by a substantiated written decision delivered to the other Party until the issues are resolved.
- 4.4** Access to CVUT infrastructure and its subcontractors by GEAC is deemed a Contribution.
- 4.5 Return of CVUT infrastructure.** GEAC shall return CVUT infrastructure to its original state (normal tear and wear accepted) and shall not modify CVUT infrastructure, unless agreed otherwise in writing. GEAC shall provide regular and upon request reasonable information on any and all technical aspects of ongoing access.

ARTICLE 5 – PROJECT MANAGEMENT

- 5.1 Steering Committee.** The Steering Committee is an already existing body that coordinates effective collaboration on all Research Projects under this Framework Agreement. Steering Committee may meet and take decisions in person or remotely in a documented manner as the Steering Committee may agree. Decisions can be taken also during informal meetings of dedicated sub-Committees, provided that the decisions are taken by all Steering Committee members and are subsequently communicated in writing.
- 5.2 Chairperson.** The chairperson of the Steering Committee will (i) arrange meetings of the committee, (ii) solicit requests for proposals for meeting agendas, (iii) keep records of committee activity, prepare, and distribute for review and approval the minutes of each meeting.
- 5.3 Project implementation review.** The Steering Committee shall meet as frequently as the chairperson reasonably determines to be necessary.

5.4 **Decision taking.** Any decision of the Steering Committee including Modifications shall be taken unanimously. In the event the Steering Committee doesn't reach an agreement within 30 days concerning Research Project implementation, the Parties shall intent to resolve such disagreement within additional 30 days in good faith by negotiations of Parties' senior management.

ARTICLE 6 – SCHEDULING, RECORDS AND REPORTS

6.1 **Scheduling and coordination.** Each Party shall provide in sufficient advance information to the other Party of scheduled activities on each Research Project. The Parties shall intent to coordinate such activities as appropriate.

6.2 **Records and reports.** Each Party shall inform the other Party of the material work done, the results and relevant data obtained in connection with the Research Project and shall maintain such records in sufficient detail. This provision does not obligate a Party to disclose its Background Technology.

ARTICLE 7 – INTELLECTUAL PROPERTY

7.1 **Ownership of Background Technology.** Background Technology of each Party is and shall remain the sole property of the Party who created it or acquired it.

7.2 **Disclosure of Background Technology.** Each Party may disclose its Background Technology to the other Party as reasonably needed by the receiving Party to carry out its obligations under the Research Project.

Either Party may request disclosure of additional Background Technology by a written notice stating its legitimate needs. The disclosing Party will assess such request in good faith and respond within 30 days. The disclosing Party must reasonably justify the denial of such request or disclosures of the additional Background Technology on restricted or limited basis.

7.3 **Use of Background Technology.** Except as provided herein or otherwise authorized in writing, the receiving Party shall use Background Technology only to the extent necessary to carry out the Research Project.

7.4 **Permitted use of Background Technology by CVUT.** CVUT may use GEAC Background Technology outside the Research Project:

- (i) to fulfill its research and academic mission by disclosing general technical know-how and capability developed from GEAC Background Technology, but excluding any GEAC Proprietary Information,
- (ii) so they can keep internal study notes which they may use as reference materials for Research Projects without GEAC's participation.

In any case, GEAC Proprietary Information shall not be disclosed to or used for the benefit of any third party.

GEAC may impose:

- (a) additional restrictions on the use and disclosure of certain specific highly sensitive portions of GEAC Background Technology and GEAC Proprietary Information, or
- (b) additional permissions for more extensive use and disclosure of GEAC Background Technology by CVUT.

7.5 Ownership of Foreground Technology. Ownership of Foreground Technology shall be divided between the Parties in accordance with Section 2.2.2 para 29. c) of the EU R&D Framework in a manner which adequately reflects the value of the work and contributions used to create such Foreground Technology.

7.6 Notification about Foreground Technology. The Parties shall inform each other about any Foreground Technology created jointly or solely under a Research Project.

7.7 Option to buy Foreground Technology in accordance with Section 2.2.2 para 29. d) of the EU R&D Framework. Within 60 days from CVUT's notice of the creation of any Foreground Technology ("Option Notice"), GEAC may use an option to buy CVUT's share of jointly developed Foreground Technology or license or buy any or all shares of Foreground Technology solely developed by CVUT by settling the remaining financial amounts based on the fair market compensation principle based upon generally established principles of intellectual property evaluation agreed between the Parties.

Upon delivery of GEAC's Option Notice to CVUT, GEAC may use without limitation all Foreground Technology purchased or licensed under specific Research Project Agreement until the deadline for Reconciliation of that Research Project Agreement, and thereafter if the Parties have Reconciled.

Unless otherwise agreed in the Research Project Agreement, the Parties shall Reconcile all Foreground Technology purchased or licensed by GEAC under the Research Project Agreement within 4 months following the termination of the Research Project Agreement, in accordance with the agreed valuation method.

7.8 Permitted use of Foreground Technology by CVUT. CVUT may use Foreground technology within the same limitations agreed for Background Technology as provided in Article 7.4 unless GEAC applies the Option Notice and concludes the license or share purchase agreement which says otherwise.

7.9 Foreground Technology that GEAC does not acquire. If GEAC does not exercise the right of option to buy Foreground Technology within the deadline set forth in Article 7.7, or if later it becomes apparent that the Parties do not execute a proper agreement, then:

- (a) Foreground Technology solely developed by CVUT shall not benefit from the confidentiality protection of this Article 7 and only applicable copyright and patent law protections remain,
- (b) Foreground Technology jointly developed by the Parties may be used by CVUT for internal purposes only and may not be offered for sale to third parties, this applies without prejudice to Section 9 about CVUT's publications.

7.10 Assistance in acquiring the intellectual property rights in Foreground Technology. Each Party will, and each Party shall ensure that its respective employees, subcontractors, contractors, suppliers, students or others that may be involved in creating Foreground Technology will, provide all necessary support and sign all necessary documents to enable GEAC to obtain patent or other intellectual property rights. The cost of obtaining and maintaining any such patent or other intellectual property right shall be at charge of GEAC. Any compensation which may be due to any employees, subcontractors, contractors, suppliers, students or others in connection with any information, invention or patent, whether by agreement, statute, regulation or otherwise, shall be paid entirely by the employing Party.

7.11 Representations and other rights regarding Background Technology and Foreground Technology. Each Party represents to have the legal power to disclose its Background Technology and Foreground Technology and to extend the rights granted in this Framework Agreement. The disclosure and the confidentiality provisions of this Framework Agreement do not imply the grant of any intellectual property rights other than as set forth in this Framework Agreement and does not impose restrictions on the disclosing Party to use its Background Technology.

7.12 Independent research and development outside Research Project. For the avoidance of doubt, the Parties declare, that as a result of other research and development activities undertaken outside the Research Project and without any use of the Contributions or Proprietary Information of the other Party, independent intellectual property rights of a Party may arise, which shall not fall under Framework Agreement even if such results are achieved in similar fields of research and development activities as those undertaken within the Research Project.

ARTICLE 8 - CONFIDENTIALITY

Except as specifically authorized under this Frame Agreement or as specifically agreed in writing by the Parties, the following principles apply:

8.1 Confidentiality period. Each Party agrees to maintain in confidence the Proprietary Information of the other Party using at least reasonable care during the Research Project and, thereafter, so long as the receiving Party can reasonably assume that the disclosing Party has economic interest to protect its Proprietary Information, at least for an additional period of 10 years after the expiry or termination of the Research Project (“**Confidentiality Period**”). Nothing in this Article shall be deemed a waiver or a revocation of a Disclosing Party’s trade secret rights.

8.2. Confidentiality obligations. During the Confidentiality Period the receiving Party shall not disclose the Proprietary Information of the other Party and jointly owned Proprietary Information to any third parties, except to its employees and representatives who have a need to know to accomplish the Research Project.

8.3. Use restrictions. The receiving Party shall not use the Proprietary Information of the other Party for its own benefit or for the benefit of any other party without the proper license or prior written authorization.

8.4. Unauthorized use. The receiving Party shall promptly notify the disclosing Party of any unauthorized use or disclosure of the disclosing Party's Proprietary Information of which it becomes aware and shall immediately take action to prevent further wrongful use or disclosure.

8.5. Exceptions from Confidentiality:

- (i) Third parties.** To the extent necessary to carry out the Research Project, a Party may disclose Proprietary Information of the other Party to third-party contractors, consultants, suppliers, or service providers on a need-to-know basis, provided that such entities or persons agree to protect the Proprietary Information pursuant to the same conditions as under this Framework Agreement.
- (ii) Public knowledge or independent acquisition.** The Confidentiality restrictions shall not apply to Proprietary Information that:
 - (a) is or becomes known or available without restriction to the recipient from sources other than the other Party, unless that was a consequence of a breach by a Party, or a third party,
 - (b) is or becomes part of the general public knowledge or literature other than as a consequence of a breach of the obligations under this Frame Agreement, or
 - (c) is, as demonstrated by written evidence, independently developed by employees or agents of the receiving Party who do not have access to the Proprietary Information of the disclosing Party.
- (iii) Request of public authorities.** A Party may disclose the other Party's Proprietary Information pursuant to judicial or administrative order, provided that the Party required to disclose such Proprietary Information, to the extent legally permitted, uses reasonable efforts to notify the other Party in advance of such disclosure and provide such Party with reasonable assistance in seeking administrative measures to ensure confidential treatment of such Proprietary Information and thereafter only discloses the minimum Proprietary Information required to be disclosed in order to ensure legal compliance.
- (iv) Public laws disclosure.** CVUT as a public entity is obliged to publish this Frame Agreement in the Czech Register of Public Contracts and may be obliged to publish

or disclose certain provisions or information relating to this Frame Agreement in accordance with the Czech Act on Free Access to Information. In case of any such publication, CVUT shall use reasonable effort to notify GEAC in advance of such disclosure and CVUT shall redact all business secrets identified by either Party prior to any such publication and provide GEAC with reasonable assistance as set forth in the Article 8.5 (iii) above.

(v) **Foreground Technology that GEAC does not acquire** shall be used in accordance with the principles of Article 7.9.

8.6 GEAC Engine Specific Information. Notwithstanding any provisions of this Framework Agreement GEAC Engine Specific Information are exempted from any disclosure without a prior written approval of GEAC, which shall not be unreasonably withheld or delayed.

If GEAC does not agree with dissemination or disclosure, CVUT may use GEAC Engine Specific Information only on anonymized, aggregated, de-identified or otherwise compiled on a generic basis.

ARTICLE 9-ACADEMIC PUBLICATION AND LECTURES

9.1 The Parties shall make joined effort to maximize the output of dissemination on the part of CVUT to fulfill the indicators of CVUT projects financed from public sources and further increase CVUT's goodwill and ability to receive public funding.

9.2 Unless GEAC gives a Confidentiality Notice to CVUT under Article 9.3, any employee or student of CVUT involved in the Research Project may:

- (i) discuss work undertaken as part of the Research Project in CVUT seminars, tutorials and lectures; and
- (ii) publish in appropriate academic journals the results of the Research Project,

9.3 CVUT shall endeavor to submit to GEAC for review documents, information and articles at least 60 days before the scheduled publishing date. Within 30 days of such submission, GEAC may by a written notice ("Confidentiality Notice") require CVUT:

- (i) to delay the proposed publication or other disclosure for up to 12 months to allow GEAC or CVUT to seek patent or similar protection for material or process, and/or
- (ii) to omit any GEAC Proprietary Information or any Foreground Technology competitively sensitive to GEAC. GEAC shall make reasonable effort to propose a suitable wording to enable CVUT to publish its work without breaching GEAC's legitimate interests.

9.4 Limited use of GEAC Proprietary Information. In cases of Article 9.2 and if GEAC does not give Confidentiality Notice per Article 9.3, CVUT may proceed with the proposed use in publications or lectures, but CVUT may use GEAC Proprietary Information only on anonymized, aggregated, de-identified or otherwise compiled on a generic basis.

ARTICLE 10 – SUSTAINABILITY

10.1 Sustainability. If a Research Project was publicly funded and, as a result, CVUT is required to maintain a sustainability period after Research Project completion, GEAC intends to provide CVUT with know-how, human resources and cooperation for their further development as necessary to support the successful sustainability. Notwithstanding the foregoing, GEAC shall not be required to provide such assistance if sustainability involves a competitor of GEAC.

ARTICLE 11 –TERM AND TERMINATION

11.1 Term. This Framework Agreement is concluded for an indefinite period.

11.2 Termination by notice. Each Party may terminate this Framework Agreement by a 180-day notice without a cause. All existing Research Project Agreements continue to be bound by the terms of this Framework Agreement until their completion or termination.

11.3 Termination for cause. Each Party may terminate this Framework Agreement and any affected Research Project Agreement:

- (a) upon or after an alleged breach of any material provision of this Framework Agreement or the affected Research Project Agreement by the other Party, provided the breaching Party has not cured such breach within 90 days from the other Party's notice,
- (b) the other Party becomes insolvent, subject to liquidation or like proceeding, or
- (c) if the Steering Committee notifies the Parties in writing that the Steering Committee has a reasonable, good faith belief that further collaboration is no longer in the interest of the Parties' goals, effective allocation of resources, or due to scientific or technical reasons identified during the Research Project, and that this cannot be cured to the satisfaction of the Steering Committee.

11.4 Effects of Expiration or termination. Upon any expiration or termination of a Research Project Agreement, all related Proprietary Information and Background Technology disclosed shall be promptly returned to the disclosing Party or destroyed with a certificate of destruction provided to the disclosing Party, unless the Parties agree to continue using such information by concluding a written agreement (e.g., license, assignment, or cooperation). All remaining Proprietary Information and Background Technology disclosed will be returned or destroyed upon expiration or termination of this Framework Agreement.

The Parties shall promptly settle any unsettled Foreground Technology using Option notices, and in case any Foreground Technology remains co-owned the Parties shall find a good faith agreement about the conditions of co-ownership within 60 days of termination.

11.6 Survival. Expiration or termination of this Framework Agreement shall (a) not relieve the Parties of any rights and obligation accruing prior to such expiration or termination, (b) not

affect the provisions which by their nature should survive such termination, not limited to representations, confidentiality, intellectual property rights, licenses.

ARTICLE 12 – FORCE MAJEURE

12.1 A Party shall not be liable for failure to perform its obligations due to force majeure in accordance with § 2913(2) of the Czech Civil Act.

ARTICLE 13 – LIMITATION OF DAMAGE COMPENSATION

13.1 A Party shall not be liable for any indirect or incidental, damages, such as loss of profit, loss of product, loss of business, reputation, or opportunity.

ARTICLE 14 - NOTICES

14.1 All notices under this Frame Agreement shall be in writing and addressed to:

For CVUT

In legal matters:

FS CVUT seat

Attn: Dean of Faculty of Mechanical Engineering

For GEAC

In legal matters:

GEAC seat

Attn: General Manager

In other matters: see the Research Project Agreement

ARTICLE 15 – APPLICABLE LAW AND DISPUTE RESOLUTION

15.1 This Framework Agreement and Research Project Agreements RCAs shall be governed by the Czech law, without regard to its choice of law provisions.

15.2 The Parties shall make every effort to resolve any dispute amicably. All disputes that cannot be settled amicably, shall be finally resolved by competent court in Prague, Czech Republic.

ARTICLE 16 - EXTERNAL COMMUNICATION

16.1. Neither Party will make a press release, statement, use the other Party's trademarks or name, or issue any other marketing material in relation to the Research Project without the prior written approval of its content by the other Party.

ARTICLE 17 - MISCELLANEOUS PROVISIONS

17.1 Subcontracting. The Party which uses subcontractors in any part of the Research Project remains liable for them and shall cause them to comply with the terms of this Framework Agreement.

17.2 Relationship between the Parties shall not constitute a partnership or agency. Neither Party has the authority to make statements, representations or take commitments which shall be binding on the other, without the prior written authorization.

17.3 Amendment. This Framework Agreement may be modified only by written agreement, (excluding a plain email), between the authorized representatives of each Party.

17.4 Assignment. A Party shall not assign its rights under this Framework Agreement and Research Project Agreements to a third party without the prior written approval of the other Party.

A change in effective control or 50% or more of the ownership interest in a Party requires a prior written consent of the other Party. The consent is not required if the change occurs with GEAC amongst its affiliates.

17.5 Government Authorization. Each Party shall obtain any necessary authorization relating to their respective obligations in connection with the Research Project.

17.6 Compliance with laws, conduct of the Parties. Each Party shall comply with applicable laws and regulations, shall act in good faith and with due professional care.

17.7 Cooperation. The Parties shall cooperate and provide necessary assistance in the event of an inquiry or any investigation into a Research Project by government or quasi-government authority and their representatives.

17.8 Change of Law. The Parties shall in good faith renegotiate the terms of this Framework Agreement if applicable laws change after the Effective Date and as a result, the Parties are prevented or restricted from performing their obligations.

17.9 No State Aid. Nothing in this Framework Agreement and Research Project Agreements shall be used or interpreted in order to grant state aid in breach of Art. 107 to 108 of the Treaty on the Functioning of the European Union, the EU R&D Framework and other applicable law. CVUT carries out primarily non-economic activities and the allocation of resources to economic activities is limited by the EU R&D Framework and sources of public funding used by CVUT.

17.10 Counterparts. This Framework Agreement may be executed on paper or electronically by a duly authorized representative of each Party.

**CZECH TECHNICAL UNIVERSITY
IN PRAGUE, FACULTY OF
MECHANICAL ENGINEERING**

GE AVIATION CZECH, S.R.O.

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____