

## Statement of Work

This Statement of Work n. IBM102024/1, including its Exhibit(s) ("SOW") is entered into by and between

**IBM Česká republika, spol. s r. o.**

Registration number: 14890992

Registered office: V Parku 2294/4, 148 00 Praha 4 Chodov, Czech Republic

Represented by: Miroslav Petrřa, Statutory representative

("IBM" or "Buyer")

and

**Univerzita Karlova, Matematicko-fyzikální fakulta (Charles University, Faculty of Mathematics and Physics)**

Registration number: 00216208

Registered office: Ovocný trh 560/5, 116 36 Prague 1

Address: Ke Karlovu 3, Prague 2, 121 16, Czech Republic

Represented by: Doc. RNDr. Mirko Rokyta, CSc., dean of Faculty of Mathematics and Physics, on the basis of a decree of appointment issued by rector of Charles University

Principal Investigator: Pavel Parížek, Department of Distributed and Dependable Systems

("University" or "Supplier")

adopts and incorporates by reference the terms and conditions of the Supplier Relationship Agreement ("Base Agreement" or "SRA") and Supplier Security and Privacy Agreement ("SSPA") executed between the parties.

This SOW becomes effective on the date when it is signed by both parties and also published in the register of contracts (Register), according to the Act no. 340/2015 Coll., on special conditions for the effectiveness of some contracts, publication of these contracts and register of contracts (Register of Contracts Act).

University notifies IBM and IBM acknowledges that the University is an obliged entity referred to in Section 2 para. 1 point e) of the Register of Contracts Act and according to the Register of Contracts Act private law contracts concluded with University are subject to the publication in the Register, a public administration information system administered by the Ministry of the Interior of the Czech Republic.

The parties have agreed that prior to publication of this SOW, any and all provisions of this SOW, including any attachments and appendices hereto, designated by IBM as business secret prior to the execution of this SOW shall be removed (blackened); accordingly portions of Article 1, Article 9, and Article 12 and portions of Appendix B této SOW are removed (blackened) as they have been identified by IBM as business secret or personal information.

Parties hereby agree with publication of this SOW in the Register by University.

This SOW will remain in effect until the later of 30<sup>th</sup>, September 2025 or until Deliverables and Services are completed (the "Term"). Transactions performed under this SOW will be conducted in accordance with and be subject to the terms and conditions of this SOW, the Base Agreement, the SSPA, and any Appendices attached thereto and incorporated therein. This SOW is not a WA.

This Agreement between the parties consists of the terms and conditions stated herein including the following Appendices:

Appendix A: Processing Details Exhibit

Appendix B: Research Plan

Appendix C: Vendor Certificate of Originality

Appendix D: Sample Acceptance Protocol

### 1. Scope of Work



## Statement of Work

under this Agreement.

### 5. Supplier's Responsibilities

In addition to providing the Deliverables and Services set forth in this SOW, University will:

- participate in progress reviews, as requested by IBM, to demonstrate Supplier's performance of its obligations;
- participate in an annual security review of Deliverables as requested by IBM

### 6. IBM Responsibilities

- Provide reasonable support to University to facilitate success for University in performing its responsibilities

### 7. Mutual Responsibilities

- The parties will meet on a regular basis to participate in progress reviews to demonstrate University's performance of its obligations and to discuss other matters pertinent to fulfilling the obligations in the Agreement.

### 8. Intellectual Property Rights in IBM Materials and Deliverables

1. Buyer shall retain title to its copyrights, patents, and all other intellectual property rights in the Buyer Offerings. The Deliverables created by University are Developed Works and shall be owned by and be the property of Buyer (except any University pre-existing Materials, which intellectual property is hereby licensed to Buyer on a non-exclusive, royalty-free basis for use solely in connection with hits use of the Deliverables). Except as set forth in this SOW, nothing contained in this SOW shall be construed as conferring on University by implication, estoppel, or otherwise, any license right or immunity in any Buyer and/or any third party intellectual property including but not limited to copyrights, trademarks, trade secrets, patents, patent applications, or other intellectual property.
2. University shall be responsible for separately obtaining licenses to any third-party commercial software, used to build, test or develop the Buyer Offerings, including any fees associated with such third-party commercial software. University shall obtain Buyer's prior approval prior to incorporating any new third party software (commercial or open source) into the Deliverables. IBM will promptly review and respond indicating IBM's approval or rejection of the use of any such new third party software.
3. These additional provisions apply when Supplier uses its own or a third party's intellectual property or third-party code in the Services or Deliverables or when Supplier creates a Developed Work (as defined in the SRA) for IBM. All Preexisting Materials and Tools provided for or included in the Services and Deliverables will be set forth in the SOW.

#### A. Intellectual Property

##### *i. Preexisting Works and Tools*

Supplier will not include any Preexisting Works or Tools in any Deliverable unless they are listed in the relevant SOW and/or WA. If Supplier includes any Preexisting Works and/or Tools in a Deliverable, whether or not listed in the relevant SOW and/or WA, Supplier grants or will obtain for IBM a nonexclusive, worldwide, perpetual, irrevocable, paid-up, license to prepare and have prepared derivative works of such Preexisting Works and/or Tools and to use, have used, execute, reproduce, transmit, display, perform, transfer, distribute, and sublicense such Preexisting Works and/or Tools or their derivative works, and to grant others the rights granted in this Subsection.

##### *ii. Invention Rights*

Supplier will promptly provide to IBM a complete written disclosure for each Invention which identifies the features or concepts which Supplier believes to be new or different. Supplier assigns all of its right, title, and interest in Inventions (including any patent applications filed on or patents issues claiming Inventions) to IBM.

##### *iii. Patents*

Supplier grants to IBM a nonexclusive, worldwide, perpetual, irrevocable, and paid-up license under any patents and patent applications licensable by Supplier to make, have made, use, have used, import, export, sell, and otherwise transfer the Deliverables and use the Services to the extent otherwise authorized in the Agreement and any relevant SOW, WA and/or PO to use the Deliverables and Services.



**Statement of Work**

publicly available when received, or thereafter becomes publicly available through no fault of the Recipient; or iv) disclosed by Discloser to a third party without a non-disclosure obligation.

**4. General**

This Agreement does not require either party to disclose or to receive Information. Neither party may assign or otherwise transfer its rights or delegate its duties or obligations under this Agreement without the prior written consent of the other. Any attempt to do so will be void. The receipt of Information pursuant to this Agreement will not prevent or in any way limit the Recipient from: i) independently developing, manufacturing, and marketing products or services which may be competitive with products or services of the Discloser; ii) providing products or services to others who compete with the Discloser; or iii) assigning and re-assigning its employees or contractors in any way it may choose. Any experience naturally acquired by either party’s employees (or subcontractors) during the course of the parties’ relationship may be utilized in its business activities and such utilization does not violate this Agreement (including without limitation Section 2.0 (Protection)). Each party’s statements regarding their plans, directions, future products, and intent are subject to change or withdrawal without notice at such party’s sole discretion and should not be relied on in making a purchasing decision. Information about potential future products may not be incorporated into any contract. The development, release, and timing of any future features or functionality described for a party’s products remains at such party’s sole discretion.

**5. Publication of Research**

Subject to this Section 11, any publication of the Research in an article, dissertation, paper, presentation, can be submitted to a third party, such as conference organizers, only after it has been reviewed and approved in writing by IBM.

**12. Communications**

All communications between the parties will be carried out through the coordinators designated below or their successors or delegates. Successor or delegated coordinators may be designated by email.

All notices required in writing under the Agreement may be made by email, or if applicable information is included below, notices may also be transmitted by registered or certified mail, or courier.

<b>Business Coordinators</b>	<b>Technical Coordinators</b>
<b>FOR SUPPLIER</b>	<b>FOR SUPPLIER</b>
<b>FOR BUYER</b>	<b>FOR BUYER</b>

**13. Miscellaneous**

**Local Law Provisions**

The following terms and conditions apply to transactions performed entirely within the Czech Republic only and amend the provisions of the Base Agreement as indicated, to bring the conduct of the parties' transactions into conformity with local law and practice and shall apply to future SOWs executed between the parties.

Pursuant to Section 1801 of Act No. 89/2012 Coll. (the “Czech Civil Code”), Sections 1799, 1800 and 2001-2005 of the Civil Code as amended do not apply to transactions performer under the Base Agreement.

**The undersigned parties** agree (i) that they have read the Base Agreement, (ii) that they have the right and authority to execute this SOW (which incorporates by reference the Base Agreement and the SSPA, and (iii) to be bound by the terms and conditions of the Base Agreement, SSPA (or other applicable security and privacy agreement), this SOW and any Attachments hereto or thereto as if the undersigned were the named parties in the Base Agreement.

## Statement of Work

### ACCEPTED AND AGREED TO:

By:

---

Buyer Signature

Date

---

Miroslav Petrŕa

Printed Name

---

Statutory representative

Title & Organization

---

V Parku 2294/4, 148 00 Praha 4 Chodov, Czech  
Republic

Buyer Address

### ACCEPTED AND AGREED TO:

By:

---

Supplier Signature

Date

---

doc. RNDr. Mirko Rokyta, CSc.

Printed Name

---

dean of Faculty of Mathematics and Physics,  
Charles University

Title & Organization

---

Ke Karlovu 3, Prague 2, 121 16, Czech  
Republic

Supplier Address

**Statement of Work  
Appendix A**

**PROCESSING DETAILS EXHIBIT**

This Processing Details Exhibit is a part of the Supplier Security and Privacy Agreement (SSPA) or other privacy terms that apply to this SOW.

This Exhibit covers Supplier's Processing of Personal Data under this SOW and identifies, with respect to that Processing, the following: (a) categories of Data Subjects, (b) types of Personal Data, (c) data actions and Processing activities, (d) duration and frequency of Processing, and (e) a list of the Subprocessors.

Capitalized terms used in this Exhibit have the meaning given in the SSPA found at <https://www.ibm.com/procurement/sspa>.

**1. Data Subjects**

The following lists the categories of Data Subjects whose Personal Data generally are or can be Processed in connection with the Services:

*{Please untick the boxes that do not apply.}*

- employees of IBM, IBM affiliates, Customers, or business partners (including contractors, temporary workers, volunteers, assignees, trainees, retirees, pre-hires/applicants)
- Customers or Customer's clients (if individuals)
- employees of Suppliers and subcontractors (including contractors, temporary workers, volunteers, assignees, trainees, retirees, pre-hires/applicants)
- IBM's on-site visitors
- IBM's, IBM affiliates, 'Customers' or business partners' agents, consultants, and other professional experts

**2. Types of Personal Data**

The following lists the types of Personal Data that generally are or can be Processed in connection with the Services:

*{Please untick the boxes that do not apply.}*

- business contact information (e.g., name, business phone number, e-mail address, and physical address)
- basic human resources data (e.g., name, phone number, e-mail address, and physical address)
- factual circumstances / possession feature (e.g., ownership of cars or real estate; license plate numbers; car/property registration data; income data; liabilities; debts and assets)
- capabilities and qualifications (e.g., education and professional certificates, profession and employment information, professional affiliations)
- location identifiers (e.g., geo-location)
- job category (e.g., occupation and title)
- system access / usage / authorization data
- performance data (e.g., ratings or evaluations)
- relationship data (e.g., marital status)
- unique online identifiers (e.g., IP addresses)
- videos, images, pictures, photos of natural persons
- audio recordings of natural persons

**3. Sensitive Personal Data**

The following lists the categories of Sensitive Personal Data that generally are or can be Processed in connection with the Services:

*{Please untick the boxes that do not apply.}*

- country identification number (e.g., Social Security Number (SSN), Social Insurance Number (SIN) or other governmentally issued identification number such as driver's license or passport number)
- financial data (e.g., bank account number, credit card or debit card number, credit information of Data Subjects)
- health and medical information (e.g., health insurance identification numbers; health care treatment or diagnosis information).
- date of birth
- racial or ethnic origin
- sexual orientation, gender identity or gender expression
- political opinions
- religious, ideological, or philosophical beliefs
- trade union membership
- genetic data
- biometric data (e.g., voice prints)
- information about criminal proceedings and criminal records
- social welfare needs or benefits or other social welfare assistance
- behavioral data

## Statement of Work

### 4. Business Purposes

The business purposes for the Processing of Personal Data are:

*{Please untick the boxes that do not apply.}*

- Auditing related to counting ad impressions to unique visitors, verifying positioning and quality of ad impressions, and auditing compliance with this specification and other standards.
- Helping to ensure security and integrity to the extent the use of the Data Subject's Personal Data is reasonably necessary and proportionate for these purposes.
- Debugging to identify and repair errors that impair existing intended functionality.
- Short-term, transient use, including, but not limited to, non-personalized advertising shown as part of a Data Subject's current interaction with IBM, provided that the Data Subject's Personal Data are not disclosed to another third party and is not used to build a profile about the Data Subject or otherwise alter the Data Subject's experience outside the current interaction with IBM.
- Performing services on behalf of IBM, including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments, providing financing, providing analytic services, providing storage, or providing similar services on behalf of IBM.
- Providing advertising and marketing services, except for cross-context behavioral advertising, to a Data Subject provided that, for the purpose of advertising and marketing, Supplier shall not combine the Personal Data of opted-out Data Subjects that Supplier receives from, or on behalf of, IBM with Personal Data that Supplier receives from, or on behalf of, another person or persons or collects from its own interaction with Data Subjects.
- Undertaking activities to verify or maintain the quality or safety of a service or device that is owned, manufactured, manufactured for, or controlled by IBM, and to improve, upgrade, or enhance the service or device that is owned, manufactured, manufactured for, or controlled by IBM.

### 5. Processing Activities

The purpose, subject matter, and nature of the Processing of Personal Data consists of the following Processing activities:

*{Please untick the boxes that do not apply.}*

- Monitoring - Applications, networks, systems, or infrastructure logging or monitoring services
- Customer Support - Help desk or other technical support services
- Operations - Provision, maintenance, or management (including security management) of applications, networks, systems, or infrastructure
- Hosting - Storage, backup, or other computing resources
- Collaboration - Content creation, management, sharing, or collaboration services
- Communication - Email, SMS, or other communication services
- Security - Identity & access management services
- Edge Services - Content distribution, caching, security, performance, or other gateway services
- Development - Design, development, build, or test services
- Consulting - Advisory, analytics, or other consulting services
- Services - Business or data processing on behalf of IBM or an IBM Customer

### 6. Duration of the Processing

The duration of the Processing of Personal Data is the duration of an applicable Transaction Document, unless otherwise agreed upon in writing.

### 7. Frequency of the Transfer

The frequency of the transfer of Personal Data is:

*{Please tick the applicable box.}*

- continuous basis
- one-off basis

### 8. List of Subprocessors

Supplier may use the following Subprocessor(s) in the Processing of Personal Data:

*{Please insert a list of the Subprocessors in the table below or tick the box that indicates "None."}*

- None.

Name of Subprocessor	(a) Headquarters address, (b) IBM Data storage location, and	Processing Activities (e.g., subject matter and nature) <i>{Please use the list from Section 5 above.}</i>	Duration of Processing (e.g., duration of a Transaction Document)	Types of Personal Data/ Sensitive Personal Data <i>{Please use the list from Sections 2 and 3 above.}</i>

**Statement of Work**

	<b>(c) other IBM Data Processing locations</b>			

**9. Changes to Subprocessors**

Supplier will notify IBM about adding Subprocessors or expanding the scope of Processing by an existing Subprocessor through the IBM Global Procurement Support Portal at <https://www.ibm.com/procurement/procSupport/>.

**10. Maintenance and Support**

If Supplier will have access to diagnostic data, such as error logs and user information, in the context of the Services (e.g., handling a support request), that diagnostic data may contain the types of Personal Data and Sensitive Personal Data referenced above. So, where Supplier has such access to diagnostic data, for the purpose of ensuring accuracy, the parties are deemed to have checked the boxes corresponding to the actual data that Supplier accesses in providing Services, even if they checked less than all of those boxes above.

**11. Privacy Contact**

The Supplier Privacy contact can be reached at [gdpr@cuni.cz](mailto:gdpr@cuni.cz).





Statement of Work
Appendix C

Vendor Certificate of Originality

This questionnaire must be completed by a vendor ("You") furnishing copyrightable material, such as software, data, fonts, audio/visual works, written materials, etc. ("Material") to IBM. The acceptance of this questionnaire by IBM is a prerequisite for the IBM final payment for the Material.

Depending on Your agreement with IBM, You may have an obligation to communicate additional information to IBM that IBM may require for copyright registration and/or enforcement of legal rights relating to the furnished material.

Please leave no questions blank. Write "not applicable" or "N/A" if a question is not relevant to the Material.

If You need help with completing this form, please reach out to your IBM Business Contact. Thank you for working with IBM to assist our clients on their digital transformation journeys!

A - Summary Information

Your name and address: \_\_\_\_\_

Name of the Material (Your Product Name) and Version Number: \_\_\_\_\_

IBM Business Contact: \_\_\_\_\_

IBM Contract No. (if currently unavailable, please reach out to your IBM Business Contact): \_\_\_\_\_

Please provide a general description of the Material, and include new functionality added for this release, if applicable. Please indicate if this release includes (1) new minor functionality or (2) new major functionality:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B - Product Details

1. Was any portion of the Material created by Your employee(s)? Yes \_\_\_ No \_\_\_

If Yes, do You own all the Material created? Yes \_\_\_ No \_\_\_

2. Was any portion of the Material created for You by anyone other than Your employees, including another vendor company, independent contractor, subcontractor, consortium or university? Yes \_\_\_ No \_\_\_

If Yes, do You own all the Material created? Yes \_\_\_ No \_\_\_

3. Is any portion of the Material composed of or derived from open source software (see https://opensource.org), proprietary (freeware/shareware) or third-party commercial software (non-OSS)? Yes \_\_\_ No \_\_\_

Prepared for an IBM Attorney -IBM Confidential When Completed

4. Does the Material include any icons, display screens, data formats, interfaces, etc. copied or derived from other software or material? Yes \_\_\_ No \_\_\_

5. Does the Material include any data/content under OSS, commercial, free, public domain licenses that is not developed or collected by You? Yes \_\_\_ No \_\_\_



### Statement of Work

If you checked Yes to Questions 2 through 5 of the above, please complete the attached spreadsheet detailing the material, license/rights, and usage. If You have completed this document before, please submit only a delta/difference spreadsheet which contains only the new items relative to the previous spreadsheet sent to IBM.

6. Please list any tools, certifications, or resources used to assist and verify the information provided in this questionnaire such as code scanning tools (Black Duck software, WhiteSource) or certifications (OpenChain): \_\_\_\_\_

Please list any other items you wish to include: \_\_\_\_\_

By submitting this form, You acknowledge that you have responsibility for and direct knowledge of, development or creation of this Material and hereby certify that: a) All statements made in this form are true;

b) This Material does not contain any materials copied or derived from other code, designs, document or other materials, except as listed herein; and

c) All newly written parts of this Material are original work of Your employees and/or third party under contract as specified herein.

Yes, I certify to the above statements

\_\_\_\_\_

Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Statement of Work  
Appendix D**

**Sample Acceptance Protocol**

Refers to Minutes No.:	
Contact Person - IBM	
Contact Person - University	
Subject Matter:	

Transferring Party: Univerzita Karlova, Matematicko-fyzikální fakulta (Charles University, Faculty of Mathematics and Physics), Registration number: 00216208, Registered office: Ovocný trh 560/5, 116 36, Prague 1, Address: Ke Karlovu 3, Prague 2, 121 16, Czech Republic

Accepting Party: IBM Česká republika, spol. s r.o., Registration number: 14890992, Registered office: Prague 4, Chodov, V Parku 2294/4, 148 00, Czech Republic

The Accepting Party hereby confirms to have accepted the following outcomes of the Research created on the basis of Contractual Research Agreement dated on [DATE TO BE FILLED]. The outcomes were accepted in the following extent:

Pursuant to Art. V (2) (a) of the Contractual Research Agreement, all rights to perform any and all proprietary rights and/or author's rights to the following outcomes of the Research were <b>assigned to IBM Česká republika, spol. s r.o.:</b>	
Category (Intellectual Property, Technology, Deliverables)	Detailed description of the outcome:
Intellectual Property, Technology	
Intellectual Property, Technology	
Intellectual Property, Technology	

<b>IBM's employee work</b> pursuant to Sec 58 of the Act on Author's rights	
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**Statement of Work**

Pursuant to Art. V (2) (b) of the Contractual Research Agreement, **an Exclusive License** to use the following outcomes of the Research was **granted to IBM:**

Category (Intellectual Property, Technology, Deliverables)	Detailed description of the outcome:
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Pursuant to Art. V (2) (c) of the Contractual Research Agreement, **a Non-Exclusive License** to use the following Derivative Work of the Research was **granted to IBM:**

Detailed description of the outcome:
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List of defect and backlogs and deadlines for removing them:

The outcomes of the Research are handed over and accepted by handover in electronic form.

This Acceptance Protocol is carried out in two counterparts; each Party shall receive one.

*[SIGNATURE PAGE FOLLOWS]*



**Statement of Work**

In Prague, on [DATE]

In Prague, on [DATE]

On behalf of: Univerzita Karlova,  
Matematicko-fyzikální fakulta (Charles  
University, Faculty of Mathematics and  
Physics)

On behalf of:  
IBM Česká republika, spol. s r.o.

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