

## AMENDMENT NO.1 TO FRAMEWORK RESEARCH COLLABORATION AGREEMENT

This amendment (“Amendment”) is made as of December 20<sup>th</sup>, 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)** On August 8, 2024 the parties to this amendment (“Parties”) have entered into a Framework research collaboration Agreement (“Framework Agreement”).
- B)** Following ongoing cooperation between the Parties with multiple overlapping Research Project Agreements being prepared to be executed under the Framework Agreement, the Parties share a joint interest in amending the Framework Agreement in order to set out principles for overlapping Research Project Agreements and for rules for handover of infrastructure after the end and between individual Research Project Agreements.
- C)** Therefore, the Parties have executed the following Amendment No. 1 to the Framework Agreement.

### **ARTICLE 1 – CHANGE TO THE FRAMEWORK AGREEMENT**

**1.1** As of the Effective Date of this Amendment, the Framework agreement is amended by inserting a new article 2.4 after the existing article 2.3. with the following wording:

***“2.4. Overlapping Research Projects. In case of existence of multiple Research Project Agreements which overlap in time, especially in the case of more Research Project Agreements concluded for the same calendar year, the following principles shall apply:***

***(i) For clarity in case of conflict of provisions between individual Research Project Agreements, the later Research Project Agreement does not take precedence over earlier Research Project Agreement. The Parties shall in good faith coordinate priorities for overlapping projects respecting the general rule “payor decides” through the Steering Committee, at the same time GEAC pledges to act in the Steering Committee in good faith***

*in order to reflect reasonably formulated interests of CVUT and available resources and reasonable expectations from CVUT.*

*(ii) the Parties shall act in good faith respecting the general rule “payor decides” to agree on the order of Reconciliation of all relevant overlapping agreements and on appropriate distribution and/or re-distribution (by way of amendments or in case of changes against plans and budgets) of added or lesser costs and contribution of both Parties, with special focus on indirect costs and depreciation costs, provided that overall all costs are covered.”*

**1.2** As of the Effective Date of this Amendment, Article 4.5. of the Framework agreement shall be amended as follows:

**“4.5. Return of CVUT infrastructure.** *GEAC shall return CVUT infrastructure to its original state (normal tear and wear accepted) at the end of each Research Project Agreement campaign 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. If not agreed otherwise in writing, the return to original state will be verified by a standard test procedure testing the infrastructure’s functionality and sustainability which shall be included as one of the final activities in each Research Project Agreement or by a similar initial test of the following Research Project Agreement, providing at least the same level of information regarding the infrastructure’s functionality and sustainability.”*

**1.3** Other provisions including the numbering of articles of the Framework Agreement remain unchanged by this Amendment.

## **ARTICLE 2 - MISCELLANEOUS PROVISIONS**

**2.1** **Counterparts.** This Amendment may be executed on paper or electronically by a duly authorized representative of each Party.

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**GE AVIATION CZECH, S.R.O.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_