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**Iceland Liechtenstein Norway** grants

**Norway** grants

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**KAPPA Programme**

**Agreement on Utilisation of Results**

**Agreement on Utilisation of Results**

is concluded on 28.06.2024 (hereinafter the “Effective Date”)

**ÚJV Řež, a. s.,**

Hlavní 130, Řež, 250 68 Husinec, Czech Republic

Represented by xxxxxxx Head of Department; xxxxxxx, Sales Director - the Project Promoter -

**Vysoká škola chemicko-technologická v Praze***,*

Technická 1905/5, 160 00 Praha 6 - Dejvice

Represented by xxxxxxxxxxxxxx, Rector

* the Partner 1 -

**Výzkumný Ústav Železniční, a.s.,**

Novodvorská 1698, 142 01 Praha 4 - Braník

Represented by xxxxxxxxxxxxxxx, Chairman of the Board of Directors, and Ixxxxxxxxxxx., Member of the Board of Directors

* the Partner 2 -

**Česká vodíková technologická platforma, z.s.,**

Hlavní 130, 250 68 Husinec

Represented by Ixxxxxxxxxxxxxxx, Chairman of the Board - the Partner 3 -

**SINTEF AS, by its institute SINTEF Digital**

Strindvegen 4, 7034 Trondheim, NORWAY

represented by xxxxxxxxxxxxxxxxxxxxxxxx, Executive Vice President - the Partner 4 -

* the Project Partner(s) -

(hereinafter, jointly or individually, referred to as “Parties” or “Party”)

relating to the Project no. **TO01000324** entitled

»Regionální vodíkové vlaky na českých železnicích*/ Regional hydrogen trains on Czech railways* «

in short

»**RegioHyt**«

(hereinafter the “Project”)

**Iceland Liechtenstein Norway** grants

**Norway** grants

Whereas:

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*The Parties, having considerable experience in the field concerned, have submitted a project proposal to the Programme Operator's Call for Proposals within the KAPPA Programme.*

*The Parties wish to make appropriate internal arrangements and binding commitments among themselves in addition to the provisions of the Project Contract to be signed by the Programme Operator and the Project Promoter.*

*The Parties are aware that the Partnership Agreement is based upon the DESCA model Partnership Agreement and that explanations to the DESCA model are available at* [*www.DESCA-2020.eu.*](http://www.desca-2020.eu/)

It is hereby agreed as follows:

**Section 1: Purpose**

The purpose of the Agreement on Utilisation of Results is to specify the rights to the results obtained during Project realisation. The rights of the results were defined in Section 8 of the Project Agreement.

**Section 2: List of binding results**

|  |  |
| --- | --- |
| **Result identification number** | **Result title** |
| TO01000324-V1 | Feasibility study |
| **Result description** | The main outcome of the project discussing the potential of hydrogen on following Czech railways: R14, R21, R22, R25, R26, R27, SP14 and following Czech-German border line: U28. The study is providing complex techno- economic comparison of individual propulsion technologies. |
| **Result type** | O - Other results |

|  |  |
| --- | --- |
| **Result identification number** | **Result title** |
| TO01000324-V5 | Project final workshop |
| **Result description** | The workshop was held as a special lecture block within the Hydrogen Days 2024 conference, which took place on 20th-22nd March 2024 in Prague. |
| Result type | O - Other results |

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1. **Results**
	1. **. Ownership of Results**

Results are owned by the Party that generates them.

* 1. **Joint ownership**
1. 2.1 In case of joint ownership of Results developed in the Project jointly by two or more Parties and it is not possible to separate such Results for the purpose of applying for, obtaining and/or maintaining the relevant patent protection or any other intellectual property right, the Parties shall have joint ownership of such Results.
2. 2.2 The joint owners shall use their best efforts to establish, within a six (6) month period as from the date of the generation of such Results, a written separate joint ownership agreement regarding the allocation of ownership and terms of exercising, protecting, the division of related costs and exploiting such jointly owned Results on a case by case basis.

The joint ownership agreement shall as a minimum include:

1. a detailed definition of the relevant Results having joint ownership
2. a description of which of the joint owners shall have the operative responsibility for protecting

and managing the jointly owned Results (hereinafter named IP Manager), including a clear description of the IP Manager's Power of Attorney; in case of a disagreement, the owner with the largest ownership stake shall take the lead.

1. a detailed description of how the jointly owned Result shall be protected, defended, managed and Used.

where no joint ownership agreement has yet been concluded:

1. each of the joint owners shall be entitled to Use their jointly owned Results on a royalty-free

basis, and without requiring the prior consent of the other joint owner(s), however only for carrying out non-commercial R&D projects alone or with third parties, including for permitting the said third parties to use such Results if required to carry out their own tasks in the above-mentioned projects,

1. save for the cases provided under point i), each of the joint owners shall be entitled to Use

their jointly owned Results (directly or by granting non-exclusive licenses to third parties, without any right to sub-license), subject to the following conditions:

* at least 45 days prior notice must be given to the other joint owner(s); and
* Fair and Reasonable compensation must be provided to the other joint owner(s).

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For the avoidance of doubt, this compensation shall not be due in case of non-commercial Use of the jointly owned Results. Non-commercial Use includes contract research for third- parties. If third parties need access to jointly owned Results for commercial exploitation, such access will be dependent upon on Fair and Reasonable Conditions to the other joint owner(s).

The rights to the result TO01000324-V1 are jointly owned by all project partners in the following ratio:

|  |  |
| --- | --- |
| Project promoter | 27 % |
| Partner 1 | 15 % |
| Partner 2 | 11 % |
| Partner 3 | 3 % |
| Partner 4 | 44 % |

All partners explicitly agree to the publication of the result.

* 1. **Transfer of Results**
		1. Each Party may transfer ownership of its own Results. It shall however ensure that its obligations under the Partnership Agreement and the Project Contract also apply to the new owner and that this owner has the obligation to pass them on in any subsequent transfer.
		2. The transferring Party shall, however, at the time of the transfer, inform the other Parties of such transfer and shall ensure that the rights of the other Parties will not be affected by such transfer.
		3. The Parties recognize that in the framework of a merger or an acquisition of an important part of its assets, a Party may be subject to confidentiality obligations which prevent it from giving the full 45 days prior notice for the transfer as foreseen in the Project Contract.
		4. The obligations above apply only for as long as other Parties still have -or still may request­Access Rights to the Results.
1. **Final Provisions**
	1. This Agreement shall be governed by and all terms and conditions of this Agreement shall be construed in accordance with Czech law. The provisions of this Agreement shall be applied in the first place for the interpretation of the legal actions of the Parties and the terms used by the Parties, and in the absence of such provisions, such legal actions and terms shall be assessed in accordance with the provisions of generally binding legal regulations, in particular the Civil Code as amended (Act No. 89/2012 Coll.).
	2. If any provision of this Agreement is or becomes invalid, void or ineffective, the other provisions of this Agreement, which shall remain valid and effective, shall not be affected. In such event, the Parties undertake by agreement to replace the invalid, void or ineffective provision with a new valid and effective provision that best corresponds to the originally intended economic purpose of the invalid, void or ineffective provision. In the meantime, the corresponding provisions of the generally binding legislation of the Czech Republic shall apply.
	3. In the event of any disputes between the Parties to this Agreement arising under or in connection with this Agreement, they shall be settled, in the absence of agreement between the Parties, by the competent court of the Czech Republic, whose local jurisdiction shall be governed by the seat of the Project Promoter.
	4. The Parties shall not assign, transfer or pledge this Agreement or any rights, obligations, debts, claims or demands arising out of or in connection with this Agreement without the prior written consent of the other Party. This Agreement shall also be binding on the successors in title of the Parties.
	5. Any oral agreements in the performance of the subject matter of the Contract which are not confirmed in writing by the authorised representatives of all Parties shall be legally ineffective.
	6. This Agreement may be amended and supplemented only by written and ascending numbered amendments with the consent of all Parties. For this purpose, the exchange of e-mail or other electronic messages shall not be deemed to be in writing. Any other oral agreements within this Agreement that are not supported by a written amendment as described above shall be legally ineffective.
	7. All textual documentation submitted in connection with the performance of the subject-matter of this Agreement shall be submitted or transmitted - unless otherwise agreed by all Parties - exclusively in the English language.
	8. This Agreement shall enter into force on the date of its conclusion.
	9. This Agreement shall become effective on the date of its publication in the Register of Contracts pursuant to Act No. 340/2015 Coll., on the Register of Contracts (under the Czech legal system). The Parties hereby agree that the publication pursuant to this Act shall be ensured by the Partner 1 in the manner, to the extent and within the time limits resulting therefrom, whereas in the event that data (e.g. personal data, trade secrets, etc.) which have not been duly marked in advance according to the agreement and in accordance with their proper definition according to the

relevant legal norms, shall be excluded (made invalid) from the obligation to publish in the aforementioned Register of Contracts.

* 1. The Agreement is concluded in electronic form and bears electronic signatures. The Parties declare that they have duly read this Agreement and have thus familiarised themselves with its contents, that it is the expression of their free and genuine will and that it has not been concluded under duress or on manifestly unfavourable terms, and that it is concluded after mutual consultation and, as proof of their will, they affix the signatures of their authorised representatives, by which they also confirm receipt of the appropriate number of copies thereof.
1. **Signatures**

AS WITNESS:

The Parties signed this Agreement on separate pages by the authorized representatives on the above-mentioned day and year.

**ÚJV Řež, a. s.**

Ixxxxxx
Head of Department

xxxxxxxxxxxxxxx

Sales Director

**Vysoká škola chemicko-technologická v Praze**

xxxxxxxxx

Rector

**Výzkumný Ústav Železniční, a.s.**

xxxxx

Chairman of the Board of Directors

xxxxxxxxxxx
Member of the Board of Directors

**Česká vodíková technologická platforma, z.s.,**

xxxxx.

Chairman of the Board

**SINTEF AS, by its institute SINTEF Digital**

xxxx

 Executive Vice President