

# AGREEMENT ON THE CONDUCTING OF THE RESEARCH

(hereinafter „the Agreement”)

**Masarykova univerzita, Přírodovědecká fakulta [Masaryk University, Faculty of Science]**  
seated: Žerotínovo nám. 9, 601 77 Brno, Czech Republic  
represented by: doc. Mgr. Tomáš Kašparovský, Ph.D., dean  
public university established by Act No. 111/1998 Coll., not recorded in the public register  
Identification Number: 00216224  
bank account number: [REDACTED]  
(hereinafter „the Contractor“)

And

business company

**Eaton Elektrotechnika s.r.o.**  
seated: Komárovská 2406/57, 19300, Praha 9 Horní Počernice  
Plant: EEIC, Bořivojova 2380, 25263 Roztoky  
represented by: [REDACTED] (Managing director, Eaton Elektrotechnika s.r.o.)  
and [REDACTED] (Managing director, Eaton Elektrotechnika s.r.o.)  
registered at C26264 kept by the Municipal Court in Prague  
Company Identification Number: 49811894  
Tax Identification Number: CZ49811894  
bank account number: [REDACTED]  
(hereinafter „the Client“)

together also referred as „the Contracting Parties“

## 1. (Preamble)

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1.1 Due to the fact, that:

- 1.1.1 The Contractor is public university, conducting basic and applied research in the area of Experimental research as well as development of models and simulations of gas and particle transport in circuit breakers;
- 1.1.2 The Client is a business company dealing with Devices and components for distribution of electrical energy at medium and low voltages;
- 1.1.3 The Contracting Parties are interested in cooperation in the field of scientific research, development, testing and validating of models describing transport and deposition of metal and carbon particles.

1.2 The Contracting Parties entered into this Agreement.

## 2. Subject Matter

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- 2.1 The Contractor hereby agrees to carry out activities leading to fulfil the Research Plan and the Client is obliged to provide necessary cooperation, take over the Results of the Research and to pay the Price for the conducting of the Research.

## 3. Research Plan

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- 3.1 The Research Plan (including layout of the phases and stages of the Research), should be following:

During development the low-voltage circuit breakers (CB), it is not possible today to predict failure in the dielectric test after the high interruption capability (HIC) short circuit tests. This causes extensive design and test iterations with multiple physical pretotypes, which increase time and resources for the developments.

The cause of the test failure are unpredictable changes of the conductive properties within the CB due to conductive dust deposition, metal droplets and erosion caused by the mandatory short circuit tests.

These predictions of new conductive properties are challenging due to lack of investigations and complexity of physical phenomena.

### **Planned Activity:**

Measurements and analysis of surface samples of post-HIC tests CB parts, including:

- A. Optical imaging using confocal microscopy to determine surface morphology.
- B. Surface analysis using XPS, MALDI, and SIMS techniques.
- C. Scanning electron microscopy (SEM) analysis of surfaces, including EDX for determining surface composition.
- D. Determination of the effective surface conductivity of samples using the four-probe method.

Additional types of sample analysis may be included based on actual needs during the course of the planned activity.

The overall expected workload for this activity is approximately **250 experimental hours**.

The Conductor (Masaryk University) will compile a written research report documenting the obtained research results within the planned activity. The report will be handed over to the Client.

## 4. The Result and the Intellectual Property Rights

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- 4.1 The Results of the Research, arising from the conduction of the Research, should become the property of the Client upon taking over of the Result by the Client. All economic rights, connected with the Results (incl. the right to protect the Result by the legal measures of industrial property rights) are assigned to the Client. In case and to the extent, that it is necessary to use the

Background Intellectual Property of the Contractor for the proper use or exploitation of the Results, the Contractor will grant the Client a non-exclusive, perpetual, assignable, transferable, sub licensable, worldwide, irrevocable, royalty free licence on this Background Intellectual Property.

4.2 The Contractor is entitled to use the Result of the Research on non-commercial basis, for the purposes of its own research projects, development and teaching.

4.3 The Contractor's employees are entitled to publish the findings which arose during the conducting of the Research. Any such related Publication (paper, final thesis, poster, lecture, etc.) is subject of the express prior written consent of the Responsible Person of the Client. The consent is deemed to be granted if the Responsible Person of the Client does not express disagreement within 15 days after the receipt of application for the consent.

## **5. Place and Time of the Performance**

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5.1 Commitments of the Contractor shall be fulfilled in the area of Masaryk University, unless the Responsible Persons of the Contracting Parties agreed otherwise.

5.2 The Results of the Research based on the research plan will be handed over by the Contractor to the Client before **30.6. 2025**.

5.3. The results will be handled over in the form of:

a. Report on the progress of the solution.

5.4 Takeover of the Results will be confirmed by means of a Protocol, that will be signed by the Responsible Persons of the Contracting Parties. Except of signing the Protocol of takeover, the Responsible Person of the Client should unequivocally acknowledge the receipt of the Results in written form (written form includes e-mail).

## **6. The Responsible Persons**

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6.1 Following persons should be responsible for the coordination of the technical and professional activities during the conducting of Research.

7.1.1 Responsible Person of the Contractor shall be:

[REDACTED]

7.1.2 Responsible Person of the Client shall be:

[REDACTED] .

## **7. Delivery Address**

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7.1 Delivery address of the Contractor is: Přírodovědecká fakulta MU, Kotlářská 267/2, brno, 611 37. Electronic mailing address of the Contractor shall be mailing address of the Responsible Person of the Contractor.

7.2 Delivery address of the Client is: Bořivojova 2380, 252 63 Roztoky, Czech Republic.. Electronic mailing address of the Client shall be mailing address of the Responsible Person of the Client.

## **8. Price for the Conduction of the Research**

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8.1 The Price for the conduction of the Research is agreed on **725 000 CZK** (in words: "seven hundred twenty five thousand Czech crowns") and value added tax, which should be added according to current legislation ("VAT"). The Price for the conduction of the Research is agreed by both Contracting Parties on the basis of a full and binding budget.

8.2 The Price for the conduction of the Research under this Agreement shall be paid after delivery of Results in the form of money transfer, based on the invoice sent to the electronic address of the Client. The Client bears the fee for an international money transfer, should it apply.

## **9. Time Period**

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9.1 This Agreement is concluded for the limited period of time, until **30.6.2025**.

## 10. General Terms and Conditions

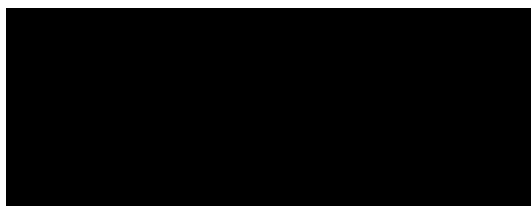
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11.1 General Terms and Conditions, attached in Annex No. 1., are integral part of this Agreement.

11.2 If there is any conflict between provisions of this Agreement and the provisions of the General Terms and Conditions, then provisions of this Agreement shall prevail.

Place: Brno

Date:

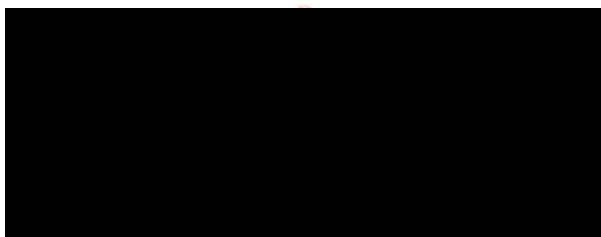


**doc. Mgr. Tomáš Kašparovský, Ph.D.**  
dean of the Faculty of Science

Place:

Date:

On behalf of **Eaton Elektrotechnika s.r.o.**

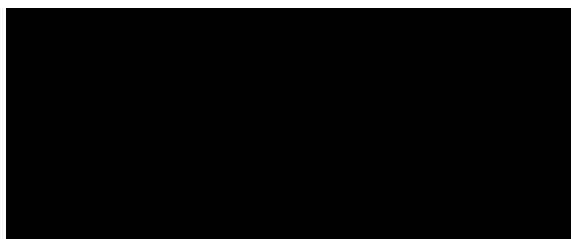


Managing director, Eaton Elektrotechnika s.r.o

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Place:

Date:



Managing director, Eaton Elektrotechnika s.r.o.

## ANNEX NO. 1

### General Terms and Conditions

#### I. BASIC TERMS

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- I.1 The „**Price for the conduction of the Research**” is the price defined in article 9 of the Agreement.
- I.2 The „**Intellectual Property**” includes any Result of the Research, which, according to Czech law, fulfils the characteristics of intangible asset, such as the invention, technical solution, industrial design, copyright, computer program or database.
- I.3 The „**Confidential information**” is the information defined in article VII.1 of the General Terms and Conditions. In general, the Confidential information shall include in particular Result of the Research, e-mail communication of the Contracting Parties, minutes of the meetings, documentation, layouts, etc...
- I.4 The „**Responsible Persons**” shall be the persons responsible for the conduction of research, listed in the Article 7 of the Agreement.
- I.5 The „**Research Plan**” is the plan of the Research, organisational and managerial steps, and it is defined by the Article 2.1 of the Agreement.
- I.6 The „**Agreement**”, or „This Agreement” shall mean this Agreement on the conducting of Research, Agreed by the Contracting Parties, where the General Terms and Conditions are integral part of the Agreement.
- I.7 The „**Background Intellectual Property**” means intellectual property held by the contracting parties prior to their accession to this agreement. After the conduction of the research, the contracting parties are keeping all the economic rights to background intellectual property.
- I.8 The „**Terms**” means all scientific information newly generated during the Research conduction, including in particular research report, results of experimental measurement, analysis, documentation or scientific data.
- I.9 The „**Research**” shall mean scientific research activity, including active, constant and systematic procedure leading to the fulfilment of the Research Plan.

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#### II. CONDUCTION OF THE RESEARCH

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- II.1 Research will be conducted according to the phases and stages specified in the Research Plan (article 3.1 of the Agreement). Responsible Persons are responsible for the negotiations and decision-making relating to the Research Plan.
- II.2 The Contracting Parties should conduct the Research by mutual cooperation, with the engagement of the best possible knowledge and skills of their employees.
- II.3 The Contracting Parties undertake to inform each other about the facts relevant for proper and timely conduction of the Research. For this purposes, the Contracting Parties can mutually borrow and provide necessary grounds.
- II.4 For the purposes of the fulfilment of this Agreement, the Contracting Parties undertake in particular: to create optimal conditions for the conduction of the Research and actively participate in it; to create individual tasks that should be subject to the conduction of the Research.

### **III. RESPONSIBLE PERSONS AND COMMUNICATION**

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- III.1 The Contracting Parties agree, that communication of the Responsible Persons, that should be made according to this Agreement or Law in written form, can be made in electronic form by delivery of the e-mail on the e-mail address of the Responsible Person.
- III.2. The Responsible Persons are responsible for coordination and implementation of the Research Plan, to reach desired outcomes and quality. The Responsible Persons represent the Contracting Parties when controlling the research tasks, setting up hypotheses, verifying the results and solving other issues of scientific-technical or organizational nature.
- III.3 The Contracting Parties declare that in matters of changes, ensuring affirmation or termination liability arising from this Agreement, only their statutory bodies are authorized to act on behalf of the Contracting Parties.

### **IV. LIMITATION OF LIABILITY AND GUARANTEE**

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- IV.1 With respect to experimental character of the Research, the Contracting Parties are excluding the right for compensation of damage, harm or loss, that should, in connection to the Research, arise to any of them, their employees or members of their bodies or other persons participating on the research activities.
- IV.2 The Contracting Parties undertake, that each of them should separately compensate damages or non-proprietary loss caused to the third party during the conduction of the Research. Damage or loss is imputable to the Contracting Party, whose employee, Responsible Person, property or activity caused the damage or harm. Where the non-proprietary loss can be imputable to both Contracting Parties, they shall reimburse the damage or injury together, proportionally to their participation on the damage or non-proprietary loss.
- IV.3 Concerning the experimental character of the Research, the Contractor is responsible for the defects of the Result existing in the time of handing over of the Result. The Contractor is not providing any guarantee.

### **V. INVOICING AND PAYMENT**

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- V.1 The invoice is due for the payment within thirty days after its delivery.
- V.2 The day of the payment of the Price for the conduction of the Research is considered as to be paid in the day, when the Price for the conduction of the Research is received by the Contractor to defined bank account.

### **VI. CONTRACTUAL PENALTY**

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- VI.1 Contractual penalty does not apply to this contract.

## **VII. CONFIDENTIALITY**

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- VII.1 The Confidential information shall mean only the information marked as such and transferred to other Contracting Party. Every Contracting Party has obligation to inform the other Contracting Party, which information of the respected Contracting Party shall be considered as confidential.
- VII.2 The Contracting Parties shall keep the Confidential information in strict confidentiality, during the duration of this Agreement, and three years after its termination. The Contracting Parties shall not disclose any Confidential information to any person, except the situation, where the disclosure is requested by the court or administrative body for legally anticipated purposes. The Contractor has the right to disclose certain information concerning the Research in the information system („Registr informací o výsledcích – ISVAV”), operated by the government of the Czech Republic.
- VII.3 The Contracting Parties shall ensure the confidentiality of the Confidential information kept by the employees of the Contracting Parties and other persons participating on the Research.

## **VIII. INTELLECTUAL PROPERTY RIGHTS**

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- VIII.1 For the purposes of this Agreement, the Contracting Parties will make their Background Intellectual Property necessary for the purposes of the Research mutually available. The Contracting Parties grant each other the non-exclusive license to use the Background Intellectual Property, for the time period, which is limited by the time of validity of the obligations arisen from this Agreement.
- VIII.2 With respect to subject matter of this Agreement, all economic rights to the Results of Research belong to the Client.
- VIII.3 The Contractor agrees, that creation of the economic rights to the Results of the Research (especially authorship and inventorship) is strictly under the regime anticipated by the law of the Czech Republic.

## **IX. TERMINATION**

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- IX.1 Early termination of an obligations arising from this Agreement is possible either when agreed by both Contracting Parties, or by written notice of termination made by either Contracting Party, within the period of notice of three months.
- IX.2 In the case, when the obligation is terminated by written agreement of the Contracting Parties, this Agreement shall contain the date of the termination of the Agreement, and the way, how the mutual rights and obligations of the Contracting Parties shall be settled.

## **X. FINAL PROVISIONS**

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- X.1 This Agreement is made in four counterparts, each of which has the force of the original. Each Contracting Party shall receive two copies.
- X.2 Transfer of any of the rights and duties arisen from this Agreement is possible only in written form.



- X.3 The Contracting Parties are aware, that this Agreement is subject to publication in the Register of Contracts, governed by the law of the Czech Republic (Act. No. 340/2015 Coll., Register of Contracts Act). For the purposes of the protection of the commercial secret of the Contracting Parties, following provisions will not be published: The Research Plan
- X.4 Any possible changes of this Agreement can only be implemented on the basis of written amendments to this Agreement taking effect after signing by the representatives of both Contracting Parties.
- X.5 The Contracting Parties hereby confirm that they have read this Agreement prior to its signing and that they agree with its contents, that the Agreement represents the entire agreement between the Contracting Parties and that the Agreement has not been concluded under duress and conspicuously disadvantageous conditions. The Contracting Parties confirm, that there are no other agreements concerning this Agreement, or rights and obligations arisen from this Agreement.
- X.6 The fact that a provision hereunder becomes null and void shall not affect other provisions hereunder which shall remain valid and effective. Rights and obligations, which are the subject of void provision shall be governed by law of the Czech Republic.
- X.7 The Contracting Parties have agreed the legal relations established hereby should be governed by Czech law, especially by the Act No. 89/2012 Coll., the Civil Code. The Contracting Parties pledge to resolve any contradictions by mutual agreement. Only if no agreement is reached between the Contracting Parties, the case shall be decided by the courts of the Czech Republic.
- X.8 The Agreement comes into force when signed by both Contracting Parties.