**Agreement on Utilisation of Results**

Concluded according to the provisions of § 1746 par. 2 of Act no. No. 89/2012 Coll., the Civil Code, as amended (hereinafter also as the "**Civil Code**") in conjunction with § 11 of Act No. 130/2002 Coll., on

Research and Development Support (hereinafter also as the “**Act**”) as amended (hereinafter also as
the “**Agreement**”), between:

**University of Chemistry and Technology, Prague**

with the registered office at:

Technická 5, Prague 6 - Dejvice, post code 160 00, Czech Republic

represented by: xxxxxx., rector

IN:60461373

TIN:CZ60461373

Bank: ČSOB a. s.

account number: xxxx

(hereinafter as “**UCT**”)

and

**ÚJV Řež, a. s.**

with the registered office at:

Hlavní 130, 250 68 Husinec-Řež

represented by: xxxxxxxxxxxxxx

IN: 46356088

TIN:CZ46356088

Bank: Komerční banka

account number: xxxxxxxxxx

(hereinafter as “**UJV**”)

UCT and UJV together hereinafter also as the “**Parties**” or individually as the “**Party**”.

1. **Basic information about the project**
2. Parties participate on the project nr. TH80020006, called “**Inkjet manufacturing of CCMs for PEMFC by development of catalytic inks & their deposition**", the proposal which was submitted and accepted in a public tender in the ERA-NET funding programme for applied research, experimental development and innovation financed by the Technologická agentura České republiky (hereinafter as the “**Provider**”).

UJV and the Provider concluded the Grant agreement on June 29th, 2022.

2.

1. The deadline for the completion of the Project was set for 06/2025.
2. The main beneficiary is UJV.
3. Project data are subject of trade secret according to §504 of Civil Code as amended.
4. The Parties have agreed in this Agreement on the distribution of ownership and utilisation rights to the individual results of the Project according to their participation in the solution of the Project, individual percentages are listed in Annex nr. 1 to this Agreement.
5. **Definition of results of the Project**
6. The Parties achieved the following results during the duration of the Project:
7. TO01000306-V1 Functional sample

Distribution of rights to the result: UJV (70 %) and UCT (30 %)

1. TO01000306-V2 Utility model

Distribution of rights to the result: UJV (20 %) and UCT (80 %)

(hereinafter as “**Result**” or "**Results**”).

1. The main Project objectives as outlined in the proposal were met and the purpose of the Project was achieved.
2. The Results of the Project, including the final report, are subject to protection under Act No. 121/2000 Coll., on Copyright, on Rights Related to Copyright and on Amendments to Certain Acts (Copyright Act), as amended or other special regulations governing rights intellectual property and industrial property, especially Act. No. 527/1990 Coll., on inventions and improvement proposals, Act. No. 478/1992 Coll., on utility models, Act. No. 207/2000 Coll., on the protection of industrial designs and amending Act No. 527/1990 Coll., on inventions, industrial designs and improvement proposals, as amended and in the sense of the relevant legal provisions, are considered to be employee works for which property rights are exercised jointly by the beneficiary or other participants in the project or by several contractors.
3. The Parties declare that the stated results of the Project are not at the same time the results of another project or research plan.
4. **Rights and methods of use to Project results, in accordance with § 16 of Act**
5. Results owned by a single Party shall be used by that Party without restriction by the Provider or other Parties in the Project.
6. The owner of the Result undertakes to make its best effort to use the Result no later than 5 years from the end of the Project. The owner of the Result undertakes to use the Result either in a non-commercial way, i.e., by carrying out further research and development, or in a commercial way, i.e., by commercializing the result.
7. Parties shall undertake best effort to use the Results, which are co-owned by Parties (co­owners of the Results), after the end of the Project and no later than 5 years from the end of the Project, both for commercial and non-commercial use. Commercial use means the use of the Result by either Party or a third party in the production of an existing or new product, provision of services, implementation of a technical solution protected by a utility model, patent or its application and its use, technology or services.
8. License agreements and other agreements on the use of Results co-owned by the Parties with the third parties shall be concluded by all co-owners of such a result. Revenues from the use of the solution arising from such an agreement shall be distributed among the co-owners of the result in proportion to co-ownership shares, as per annex nr. 1 of this Agreement. Negotiations on the conditions of commercial use with potential candidates may be conducted by each co-owner of the result separately but shall immediately inform the other co-owners of the outcome of the negotiations.
9. UJV as a co-owner of the result under Article II, par. 1, letter a) is entitled to use it commercially, provided that UJV enters in advance into a contract on such use of the result with all co-owners of the result, which will include financial settlement. The exact determination of the calculation will be the subject of separate negotiations between the Parties and will take into account the additional costs of the Party who places the product on the market or implements the result in its own operation. The contract will also contain provisions on the method of settlement and control mechanisms.
10. **Confidentiality**
11. The Results of the Project referred to in this Agreement under Article II, par. 1, letters a) and

b) constitute the intellectual property and trade secrets of the Parties in the sense of the provisions of § 504 of Civil Code, as amended, and the Parties undertake not to disclose any trade secrets to a third party without the prior written consent of the other party. The results of the project solution do not constitute any other confidential information that should be handled in accordance with special legal regulations.

1. Results which are not subject to the obligation of trade secrets pursuant to par. 1 of this Article shall not constitute trade secrets of the Parties and information about them may be freely disseminated.
2. Parties acknowledge that title, annotation, evaluation of the results, name of the Project and project objectives are public information.
3. **Other rights and obligations of the Parties**
4. Parties undertake to cooperate and provide each other with maximum cooperation so that the terms and conditions of the Project and the Agreement can be fulfilled.
5. Parties further undertake to enable the Provider to check the progress of the implementation of the Results.
6. **Sanctions**
7. If either Party fails to fulfil its obligation under this Agreement even after being requested in writing by another Party to fulfil it within a reasonable replacement period, it shall pay contractual penalty in amount of CZK 10,000 to each Party concerned.
8. If any of the Parties violate the duty of confidentiality pursuant to Article IV, it shall be obliged to pay a contractual penalty in the amount of CZK 50,000 to each affected Party. Payment of the contractual penalty does not terminate the injured Party's right for compensation in full.
9. The obliged Party shall pay the penalties to the entitled Party at the latest within 15 calendar days after receipt of the relevant account of the other Party.
10. **Duration and termination of the Agreement**
11. This Agreement is concluded for a definite period of 5 years after its publication in register of contracts (as per art. VIII par. 2).
12. This Agreement can be terminated by mutual agreement of Parties. In such a case, mutual rights and obligations shall be settled.
13. Arrangements governing the obligation of confidentiality set out in Article IV, and the obligations arising from the provisions of Article IV., will persist even in case of the termination of this Agreement, in which case they shall remain in force for at least the remainder of the original five-year period under this Agreement.
14. If any of the Parties breaches contractual obligations arising from this Agreement in a substantial way, the other Party shall be entitled to withdraw from the Agreement. For breach of contractual obligations in a substantial manner, in the sense of § 2002 of Act no. No. 89/2012 Coll., Civil Code, as amended, considers:

- repeated breach of the obligations under Article IV of the Agreement, - blocking licensing of results to third parties without clear justification.

**VIII. Final Provisions**

1. Disputes arising between the Parties concerning their contractual relationship and, more specifically, the interpretation, performance and termination of this Agreement should whenever possible be resolved amicably. Should this not be possible, the law of the Czech Republic shall apply. The municipal court in Prague shall have the jurisdiction.
2. This Agreement shall enter into force on the date of signature by the last of the Parties and shall take effect upon proper publication in the register of contracts in accordance with the relevant provisions of Act No. 340/2015 Coll., on the register of contracts, as amended. UCT will ensure publication of this Agreement in the said register.
3. The rights and obligations of the Parties not expressly regulated by this Agreement are governed by the Act and the Civil Code, namely the sections on the co-ownership.
4. This Agreement may only be amended or supplemented by written amendments, numbered in ascending order, and signed by authorized representatives of the Parties. The exchange of e-mail or other electronic messages does not constitute a written form for this purpose.
5. This Agreement contains a complete agreement between the Parties on the subject of the Agreement. No statement made by the Parties during the negotiation of this Agreement, or any statement made after the conclusion of this Agreement shall be construed in a manner inconsistent with the express provisions of this Agreement and shall not give rise to any obligation on the part of either Party.
6. Should any individual provisions of this Agreement be or become unenforceable or invalid, it shall not affect the validity of the other provisions of this Agreement. The Parties undertake to replace any invalid or unenforceable provision of this Agreement without undue delay with a provision which is as close as possible to the economic purpose of the original provision. If any of the provisions of this Agreement proves to be apparently null and void, the impact of this defect on the other provisions of the Agreement shall be assessed similarly pursuant to Article 576 of Civil Code.
7. If the Agreement is executed in a paper form, each Party will receive two original version signed by all Parties. If this Agreement is executed in electronic form, it will be signed by each

Party with at least a guaranteed electronic signature in accordance with Act No. 297/2016 Coll., on trust services for electronic transactions and the elDAS Regulation. Each Party shall receive an electronic copy of the Agreement including valid electronic signatures of the authorised representatives of the Parties.

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In Řež on on behalf of the UJV:

In/on

on behalf of the UCT:

In Řež on

on behalf of the UJV:

xxxxxxxxxxxxx

Member of the Board of Directors

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**Annex nr. 1**

List of Project results and ownership stake of Parties

|  |  |  |
| --- | --- | --- |
| **Result name:** | **UJV** | **UCT** |
| TO01000306-V1 sample | Functional | 70 % | 30 % |
| TO01000306-V2 model | Utility | 20 % | 80 % |