

Agreement on Mutual Cooperation in Preparing and Creating a New Proposal of a Large Research Infrastructure for the Purposes of the Ex-Ante International Assessment of Large Research Infrastructures of the Czech Republic in 2026

concluded pursuant to the provisions of Section 1746 (2) of Act No. 89/2012 Coll., the Civil Code, as amended, by and between the following research organisations:

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Czech Technical University in Prague Registered office: Jugoslávských partyzánů 1580/3, 160 00 Praha 6 - Dejvice Comp. ID/Tax ID: 68407700/CZ68407700
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COMTES FHT a.s. Registered office: Průmyslová 995, 334 41 Dobřany registered in: the Commercial Register maintained by the Regional Court in Plzeň, Section B, file 1469 Comp. ID/Tax ID: 26316919/CZ26316919
VÚTS, a.s. Registered office: Svárovská 619, Liberec XI-Růžodol I, 460 01 Liberec registered in: the Commercial Register maintained by the Regional Court in Ústí nad Labem, Section B, file 293 Comp. ID/Tax ID: 46709002/CZ46709002

(Hereinafter separately only as the “Contracting Party” and jointly as the “Contracting Parties” or the “Consortium”)

PREAMBLE

The Ministry of Education, Youth and Sports of the Czech Republic (hereinafter referred to as “MEYS”) has been mapping unique research infrastructure capacities operated in the Czech Republic or abroad with Czech participation, and making them accessible to users based on the principle of an open access policy since 2010. The outcome of this activity is a strategic document known as the Roadmap of Large Research Infrastructures of the Czech Republic, which also represents the concept for supporting large research infrastructures in the Czech Republic from public funds.

Large research infrastructures are unique facilities characterised by high knowledge and technological complexity, operated on the principle of open access to their capacities. Host institutions operate large research infrastructures that are available to all potential users. These infrastructures enable their user communities to achieve breakthrough findings in both basic and applied research, and to develop advanced technologies with high potential for application in innovative products and services that offer significant added value.

In connection with the planned update of the Roadmap of Large Research Infrastructures of the Czech Republic in 2027, MEYS will conduct an ex-ante evaluation of new proposals for large research infrastructures, which may then be added to the mentioned roadmap. This update will initiate a new multi-year framework for supporting large research infrastructures with public funds in the Czech Republic for the period 2027-2034.

The Contracting Parties hereby declare their interest in jointly submitting a new proposal for a large research infrastructure within the ex-ante evaluation and thus seek its inclusion in the Roadmap of Large Research Infrastructures of the Czech Republic.

The large research infrastructure consists of Single Point Access (SPA) resources managed by the “leading host institution” and the capacities of individual units (UNITS). The capacities of individual units represent the separate tangible and intangible resources of the units, including personnel, know-how, information resources, research results, and databases of a unique nature, primarily intended for research purposes. Units are the fundamental building blocks of a distributed large research infrastructure. In the event of a positive result of the ex-ante evaluation and the provision of support by MEYS, the Contracting Parties will operate the individual units as host institutions under the organisational coordination of the main applicant submitting the proposal for the new large research infrastructure.

For this purpose, the Contracting Parties have agreed on the fundamental principles and arrangements that will govern their cooperation, as set out below.

Article 1

Subject Matter and Objectives of the Cooperation

1. The subject of this Agreement on Mutual Cooperation in the Preparation and Development of a New Proposal for a Large Research Infrastructure entitled “**ATOMES: FROM ATOMS TO MECHANICAL ENGINEERING SYSTEMS**” (hereinafter referred to as “ATOMES”), for the purposes of the International Evaluation of Large Research Infrastructures in the Czech Republic in 2026 (hereinafter referred to as the “Agreement”), is to define specific rights and obligations of the Contracting Parties and to establish general principles of cooperation in the preparation of a joint proposal for the purposes of the ex-ante evaluation of new proposals for large research infrastructures in the Czech Republic (hereinafter referred to as the “Proposal”). Such proposals may be submitted exclusively in accordance with the defined thematic areas specified in Annexe No. 2 of the Call for Submission of Documentation for the International Evaluation of Large Research Infrastructures in the Czech Republic in 2026.

2. The Proposal will be submitted in the initial phase within the ex-ante assessment of new proposals for large research infrastructures, which has been organised by the MEYS on the principle of international peer-review since 2014. The Proposal will focus on the field of Physical Sciences and Engineering, specifically within the defined thematic area outlined in Annex No. 2: “Unique Facilities and Functionalities for 21st Century Engineering Applications.” The ATOMES large research infrastructure proposal is based on the fundamental thematic, organisational, and professional framework of the integrated National Centres of Competence – NCK Engineering (NCKS) and NCK Mechatronics and Smart Technologies for Engineering (NCK MESTEC).

Article 2

Terms and Conditions of Cooperation. Partnership Principles

1. Under the terms and conditions specified in this Agreement, the Contracting Parties hereby undertake to participate in preparing and creating the Proposal jointly and to provide any co-operation subsequently in the course of the assessment procedure
2. Within the cooperation under this Agreement, the Contracting Parties shall, in particular:
 - a) Make any reasonable efforts in its participation in preparing and creating the Proposal;
 - b) Provide all necessary cooperation within the appropriate deadlines and the necessary quality for preparing and processing the Proposal;
 - c) Ensure sufficient personnel resources on their part so that all necessary activities are covered – e.g., designation of a contact person responsible for effective communication with other Contracting parties, and especially with the coordinating Contracting Party, as well as establishing suitable conditions for their employees involved in preparing the Proposal, etc.;
 - d) Mutually provide information necessary for the successful preparation and processing of the Proposal, and consult with each other on activities that overlap or fall within the competence of another Contracting Party;
 - e) Immediately inform the coordinating Contracting Party of all facts which have or could have a significant impact on preparing the Proposal, and of any other facts decisive in the fulfilment of obligations arising from this Agreement.
3. The Contracting Parties further agree that, in the course of their cooperation, they shall adhere to the following principles:
 - a) The Contracting Parties will act towards third parties/entities in such a manner that the interests of the other Contracting Parties are not subject to any harm;
 - b) Owing to its strategic importance, the Contracting Parties dedicate their key technologies and key/excellent researchers in the defined scientific and professional domains to the preparation of the Proposal, according to the selection and profiling of individual units of the distributed large research infrastructure ATOMES;
 - c) The Contracting Parties shall strive, through their activities, to contribute to the positive reputation of the entire consortium and its individual members;
 - d) The Contracting Parties shall refrain from any activity which could, to a significant extent, jeopardize the success of the Proposal in the evaluation process;
 - e) The Contracting Parties must ensure that information and materials related to the preparation of the Proposal are accessible only to persons who need to know them in order to fulfil the purpose of the Agreement; at the same time, it must be ensured that this information is not transferred to the preparation of another proposal within the International Evaluation of Large Research Infrastructures in the Czech Republic in 2026, nor may it be used for any purpose other than the preparation and submission of the Proposal
 - f) The Contracting Parties shall act responsibly, proactively, ethically and professionally in their participation in preparing and creating the Proposal;

- g) Contracting Parties shall, to the extent possible, provide mutual assistance in the preparation and processing of the Proposal.
- 4. Risk management shall be the responsibility of each Contracting Party.

Article 3

Consortium and the Role of the Coordinator

1. The Contracting Parties have agreed that preparing and drafting the Proposal will be coordinated by Brno University of Technology through its Faculty of Mechanical Engineering, acting as the so-called *Leading Host Institution* (hereinafter only as the “Coordinator”).
2. The Coordinator shall, in particular, be entitled to:
 - a) Instruct the other Contracting Parties to provide cooperation;
 - b) Require the other Contracting Parties to fulfil the obligations undertaken in accordance with this Agreement;
 - c) Act externally as a representative of the Consortium, in particular, the Coordinator may sign and submit the Proposal to the ex-ante international assessment on behalf of the Consortium.
3. The Coordinator shall communicate with the other Contracting Parties primarily through designated contact persons and shall maintain a list of such persons for this purpose. Each Contracting Party shall be responsible for notifying the Coordinator of any change in its designated contact person without undue delay.

Article 4

Council

1. For the purposes of strategic direction of consortium cooperation, internationalisation, national-level support of ATOMES, and high-level internal management of ATOMES, the consortium shall establish the ATOMES Council (hereinafter referred to as the “Council”), which shall serve as an advisory body to the consortium. The Council shall elect a Chairperson from among its members, who shall convene and preside over Council meetings. The Council may also be convened by the Coordinator when necessary.
2. The detailed functioning of the ATOMES Council shall be governed by its Statute and Rules of Procedure. The Coordinator undertakes to submit these documents to all consortium members in the event of a positive ex-ante evaluation of the project proposal, as part of the process of proposing and selecting members of the ATOMES Council. Members of the Council shall be selected by the consortium from among experts active in the research, application, or public sectors of relevant fields, in a manner that ensures the Council fulfils its advisory role in accordance with the strategic mission and nature of ATOMES.

Article 5

Financial Obligations and Contributions to Fulfilling the “Key Performance Indicators”

1. In the initial phase of preparing and creating the Proposal, all own activities shall be funded by the Contracting Parties from their own resources and according to their capacities.
2. The contracting parties declare that they will participate in covering the costs of an external consultant during the preparation phase in accordance with the scheme specified in Annex 1 to this Agreement.
3. In the case of any subsequent phases, the financial obligations of the Contracting Parties shall be determined by mutual agreement in the Partnership Agreement.
4. The Proposal for the new large research infrastructure ATOMES shall include the estimated costs for each consortium member hosting one or more ATOMES units, broken down into total costs and eligible costs associated with the request for direct operational and investment support from

MEYS, in connection with the ex-ante assessment. Any eligible costs subject to direct support will be calculated based on documentation provided by the Consortium members. The estimated eligible costs of the Coordinator associated with direct support shall also include joint investment and non-investment costs. Joint costs shall consist of: i) costs related to management and the provision of the single-site point of access; ii) costs for integrative (joint) sub-projects of consortium members and individual calls coordinating user access, which shall be drawn based on internal rules of the calls and performance parameters during the period 2027–2034.

5. The Proposal of the new large research infrastructure ATOMES will contain the expected contributions to the determined target values of the so-called “key performance indicators” of each Consortium member hosting one or more ATOMES units.

Article 6

Protection of Confidential Information and Prohibition of Misuse

1. The purpose of this Article is to define the scope of confidential information of the Contracting Parties and to establish their obligation to maintain confidentiality with respect to such information, not to disclose or allow access to it by third parties, nor to use it for their own benefit or for the benefit of third parties, unless otherwise stipulated in this Agreement. The Contracting Parties undertake to treat confidential information related to the Proposal ethically and in accordance with good practice, to refrain from any misuse, and to proceed in all respects to create a secure space for sharing and exchanging information to benefit, to the maximum extent possible, from the cooperation in preparing and creating the Proposal.
2. Confidential information: The Contracting Parties hereby expressly declare that all information relating to the Proposal, regardless of the form and manner of its communication or recording, is considered confidential or their trade secrets, unless expressly agreed otherwise in a specific case. In particular, the Contracting Parties shall treat as confidential all information of a technical or commercial nature relating to the Proposal which either Contracting Party makes available to the other Contracting Party, unless the providing Contracting Party expressly states at the time of transmission that the information is not of a confidential nature. Furthermore, the information that is or potentially could be competitively significant in relation to other proposals submitted to the International Assessment of Large Research Infrastructures of the Czech Republic in 2026 is considered to be confidential information.
3. Each Contracting Party undertakes to ensure the confidentiality of all confidential information with due care and not to disclose the confidential information obtained from the other Contracting Party without its prior written consent to a third party, with the exception of other Contracting Parties (permitted sharing of the confidential information within the Consortium). The confidential information may be disclosed only to those staff members of the Contracting Party (employees and other collaborators under the contract, such as consultants, invited experts, etc.) who need to know it to properly perform their duties in preparing and creating the Proposal and who are bound by the confidentiality duty to at least the same extent as outlined in this Agreement. The Contracting Parties further undertake not to use the confidential information contrary to its purpose or the purpose for which it was provided, for their own needs or for the benefit of third parties.
4. The obligation to protect confidential information shall not apply to any information already lawfully published and to any information which a court has requested, the public prosecutor’s office or any other competent administrative body under the law.
5. The disclosure of the confidential information to another Contracting Party shall not establish any right to a licence, trademark, patent, right to use or distribute the copyrighted work, or any other intellectual or industrial property right.
6. The obligations of the Contracting Parties outlined in this Article with respect to confidential information disclosed or provided during the term of this Agreement shall survive the termination of this Agreement.

7. If classified information is also disclosed by the Contracting Parties pursuant to a special law, handling any such information shall be governed by the applicable legislation.

Article 7

Early Termination of the Agreement

1. A unilateral withdrawal by a Contracting Party from this Agreement shall be permitted only in the event of a material breach of this Agreement by another Contracting Party. The withdrawing Contracting Party must notify the other Contracting Parties without undue delay, and no later than within ten (10) business days, upon the moment when it became aware of the fact establishing the possibility of withdrawal; otherwise, its withdrawal right shall expire. Withdrawal from the Agreement shall become effective upon it being served on the Coordinator to whom all the Contracting Parties grant their power of attorney in this respect
2. This Agreement may be terminated in relation to an individual Contracting Party for a material breach of this Agreement or repeated failure to fulfil the obligations associated with participation in preparing and creating the Proposal. Any Contracting Party may submit a proposal to terminate the Agreement with a specific Contracting Party. This proposal shall be decided unanimously by all other Contracting Parties (except the Contracting Party subject to the termination). The act of terminating the Agreement with the relevant Contracting Party shall be performed by the Coordinator to whom all the Contracting Parties grant their power of attorney in this respect.
3. Withdrawal from the Agreement in accordance with Section 2005 of the Act. No. 89/2012 Coll., the Civil Code, as amended, shall not affect the right to compensation for damage arising from a breach of contractual obligation or an arrangement which, due to its nature, is binding on the Contracting Parties even after the withdrawal from the Agreement, in particular the arrangements on the manner of resolving disputes, the protection of the confidential information, and the prohibition of misuse pursuant to Article 6 of the Agreement. Similarly, in the event of termination under the preceding paragraph, the obligations to protect confidential information and prohibit misuse under Article 6 of the Agreement shall remain effective in relation to the confidential information that was made available/disclosed between the Contracting Parties until the termination becomes effective.

Article 8

Final Provisions

1. The Contracting Parties hereby exclude the application of the provisions on the company pursuant to Section 2716 et seq., Act No. 89/2012 Coll., the Civil Code, as amended.
2. If either Contracting Party causes damage to the other Contracting Party by breach of this Agreement, the Contracting Party concerned shall be liable for it in accordance with the general legal regulations.
3. Any rights and obligations not regulated by this Agreement shall be governed by Act No. 89/2012 Coll., the Civil Code, as amended.
4. This Agreement may only be amended in writing; its amendments in any other form shall be excluded. The written form shall be complied with even in legal acts made by electronic means in the form of an electronic document, provided that the document is signed by the appropriate type of recognised electronic signature according to the requirements of Section 5 et seq. of Act No. 297/2016 Coll., on Services Establishing Trust for Electronic Transactions.
5. The Contracting Parties have agreed that any disputes arising during the performance of the Agreement will be resolved by mutual agreement. Suppose the dispute cannot be resolved by agreement. In that case, any disputes arising from the Agreement and related to it will be decided by the court with substantive and territorial jurisdiction according to the Coordinator's registered office.
6. This Agreement shall enter into force and effect upon signature by the last of the Contracting Parties.

7. This Agreement contains the entire agreement on the subject matter of the Agreement and all the requisites which the Contracting Parties were supposed to and wished to agree in the Agreement and which they consider essential for the binding nature of this Agreement. No statement made by the Contracting Parties in the course of 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 establish any obligation on the part of either Contracting Party.
8. The Contracting Parties hereby expressly confirm that this Agreement is the result of their negotiations and that each of the Contracting Parties has had the opportunity to influence its fundamental terms and conditions.

Annex No. 1 – Distribution of preparatory costs between the Contracting Parties

[SIGNATURE PAGES TO FOLLOW]

By signing below, I hereby express my consent to the terms and conditions of the Agreement on Mutual Cooperation in the Preparation and Creation of the New Proposal for the Large Research Infrastructure ATOMES, for the purposes of the ex-ante International Evaluation of Large Research Infrastructures in the Czech Republic in 2026.

Date:

.....
doc. Ing. Ladislav Janíček, Ph.D., MBA, LL.M.
Rector
Brno University of Technology

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Date:

.....
doc. Ing. Miroslav Španiel, CSc.

Dean

Faculty of Mechanical Engineering

Czech Technical University in Prague

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Date:

.....
doc. RNDr. Miroslav Brzezina, CSc.
Rector
Technical University of Liberec

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Date:

.....
prof. Mgr. Tomáš Kruml, CSc.

Director

Institute of Physics of Materials CAS, v.v.i.

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Date:

.....
prof. Ing. Igor Ivan, Ph.D.

Rector

VSB – Technical University of Ostrava

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Date:

.....
doc. Ing. Jiří Hammerbauer, Ph.D.
Vice-Rector for Creative Activities and Doctoral Studies
University of West Bohemia

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Date:

.....
Ing. Libor Kraus
Chairman of the Management Board
COMTES FHT a.s.

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Date:

.....
Ing. Jiří Václavík, Ph.D.

CEO

VÚTS, a.s.