

AGREEMENT ON PARTICIPATION IN THE IMPLEMENTATION OF THE PROJECT

Project No. FW12010060

TREND 12/TAČR

concluded in accordance with the provisions of Section 2 (2)(h) of Act No. 130/2002 Coll., on the Support of Research, Experimental Development and Innovation from Public Funds and on the Amendment of Certain Related Acts (the Act on the Support of Research, Experimental Development and Innovation), as amended, as well as in accordance with the provisions of Section 1746 (2) of Act No. 89/2012 Coll., the Civil Code, as amended

(hereinafter the „**Agreement**“)

Contracting Parties:

1. Main Recipient

AI | ffinity s.r.o.

Registered office: **Brno - Medlánky, Purkyňova 649/127, PSČ 61200**

Identification No.: **11992719**

VAT No.: **CZ11992719**

Represented by: **Thomasem Evangelidisem**

Bank details: **XXXXXXXXXXXX**

(hereinafter the „**Main Recipient**“)

2. Other Participant No. 1

Masaryk University

Registered office: **Žerotínovo náměstí 617/9, 601 77 Brno, Czech Republic**

Identification No.: **00216224**

VAT No.: **CZ00216224**

Represented by: **prof. MUDr. Martin Bareš, Ph.D., rector**

Bank details: **XXXXXXXXXXXX**

(hereinafter the „**Other Participant No. 1**“, together with Other Participant No. 2 hereinafter the „**Other Participants**“)

3. Other Participant No. 2

NexMR AG

Registered office: **Schlieren, Wiesenstrasse 10A PSČ 8952, Switzerland**

Identification No.: **CHE-461.095.635**

VAT No.: **CHE-461.095.635**

Represented by: **Félix Torres**

Bank details: **XXXXXXXXXXXX**

(hereinafter the „Other Participant No. 2“ together with Other Participant No. 1 hereinafter the “**Other Participants**”)

Preamble

The Contracting Parties enter into this Agreement pursuant to Section 2 (2)(h) of Act No. 130/2002 Coll., on the Support of Research, Experimental Development and Innovation from Public Funds and on the Amendment of Certain Related Acts (hereinafter the “RDI Act”), as amended, for the purpose of carrying out and ensuring the subsequent use of the results of Project No. FW12010060 entitled *Development of Epigenetic Inhibitors with Anticancer Activity Using Nuclear Magnetic Resonance and Artificial Intelligence*, the proposal of which was accepted in the XII public competition announced by the Technology Agency of the Czech Republic (hereinafter the “Provider”) under the TREND Programme (hereinafter the “**Project**”).

The Project has six main objectives: (1) To develop 1-5 molecules with anticancer activity targeting the enzymes NatD, NatA, MOF and MYST-2. (2) To create new technologies for drug development, integrate them into our NMR-AI platform, and modernize the existing software for faster determination of 3D structures of larger proteins. (3) To integrate OpenFold for protein folding to obtain more accurate 3D structures and chemical shifts. (4) To strengthen AI|ffinity’s drug discovery capabilities through collaboration with CEITEC MU, the Institute of Chemistry at MU, and the company NexMR, thereby reducing outsourcing. (5) To increase AI|ffinity’s valuation by generating new drug candidates and attracting investment. (6) To expand market presence through partnership with an international biotechnology company for lead optimization and preclinical testing (hereinafter collectively the “**Project Objectives**”).

The planned results/outputs of the Project are R – Software (an enhanced NMR-AI platform capable of designing de novo drugs and mapping intermolecular interactions of large proteins using NMR) and G_{funkč} – Functional Sample (a single molecule with anticancer activity targeting the enzymes NatD, NatA, MOF, or MYST-2) (hereinafter collectively the “**Project Results**”).

Based on the decision on the outcome of the public competition issued on **3 March 2025** pursuant to Section 21 of the RDI Act, the Provider decided to support the Project in the approved version of the Project proposal. Under Support Agreement No. 2025FW12010060 (hereinafter the “**Support Agreement**”), the Provider undertook to provide the Main Recipient with financial support in the form of a grant for the purpose of its use in achieving the declared results and objectives of the Project.

The purpose of the support provided is to achieve the defined Project Objectives set out in its annex „**Binding Project Parameters**“ (hereinafter the “**Binding Parameters**”), which represents the approved Project proposal within the meaning of Section 9 (2) of the RDI Act. The maximum amount of support is **CZK 25,000,000.00**, representing **70 %** of the maximum eligible costs, which are set at **CZK 36,725,356.00**.

The purpose of this Agreement is to define the mutual rights and obligations of the Contracting Parties, to ensure the fulfilment of all Project Objectives, and to protect the property interests of AI|ffinity s.r.o., which is the main implementer of the Project and, as the Main Recipient of the support, has obligations towards the Provider. The fulfilment of the Project Objectives and the obligations towards the Provider is a common interest of all Contracting Parties.

Article 1

Subject of the Agreement

1. The subject of this Agreement is to define the mutual rights and obligations of the Contracting Parties for the purpose of implementing the Project. It also aims to ensure the achievement of the Project's objectives, the use of its results, and the fulfillment of the obligations of the Main Recipient towards the Provider, all with regard to the protection of the property interests of the Contracting Parties.

The Contracting Parties agree that all provisions contained in this Agreement must be interpreted and implemented in such a manner as to fulfil the Project Objectives or the obligations of the Main Recipient towards the Provider.

2. The content of this Agreement consists of the rights and obligations of the Contracting Parties and their commitment to the activities specified below during the implementation of the Project, as defined in the Support Agreement, and in the subsequent period, which shall mean a three-year period following the completion of the Project, during which the Provider evaluates the Project results, settles the financial support provided, and monitors the implementation of the results in practice. For this purpose, the Provider obliges the Main Recipient, under the Support Agreement, to cooperate in carrying out these activities.
3. The subject of this Agreement further includes, in particular:
 - a) the definition of the conditions under which the Main Recipient shall provide a part of the purpose-specific support to the Other Participants;
 - b) the allocation of rights to results arising from the performance of tasks (joint activities of persons involved in the implementation of the Project);
 - c) the regulation, management and control of rights introduced and acquired or created during the implementation of the Project, which are necessary for the Project implementation;
 - d) the commitment of the Other Participants to comply with the obligations under Article 4 of the General Terms and Conditions and to provide all necessary cooperation to ensure compliance with these obligations by the Main Recipient;
 - e) the commitment of the Main Recipient to transfer the relevant part of the support to the Other Participants;
 - f) the commitment of the Contracting Parties to maintain confidentiality regarding all information related to the implementation of the Project;
 - g) the definition of rights and obligations relating to tangible assets necessary for the implementation of the Project and acquired by the Contracting Parties;
 - h) the commitment to cooperate on the implementation plan for the Project Results and to submit reports on implementation;
 - i) the planning and implementation of sub-stages of the Project.
4. The Contracting Parties acknowledge that all terms used in this Agreement shall have the meaning defined in Article 2 of the General Terms and Conditions, which form an annex to the Support Agreement (hereinafter the „**General Terms and Conditions**“), unless otherwise provided in this Agreement.

Article 2

Conditions of Cooperation of the Contracting Parties

1. The nature, purpose, objectives and results of the Project are specified in detail in the Binding Project Parameters, which constitute the approved Project proposal within the meaning of Section 9 (2) of the RDI Act. Further conditions for the provision of support and the implementation of the Project are set out in the General Terms and Conditions, which are available on the Provider's website. The cooperation of the Contracting Parties shall be carried out in accordance with these Binding Project Parameters and the General Terms and Conditions, which form annexes to the Support Agreement.
2. The Contracting Parties declare that they have familiarized themselves with all conditions of the Support Programme and the relevant documents referred to above and undertake to comply with them. In particular, the Contracting Parties undertake to observe the obligations under Article 4 of the General Terms and Conditions, and the Other Participants undertake to provide the Main Recipient with all necessary cooperation to ensure that the Main Recipient complies with these obligations.
3. The Contracting Parties acknowledge that the Main Recipient is responsible to the Provider for fulfilling the obligations arising from the rules of the public competition and from the rules on the provision of support as defined in the General Terms and Conditions of the Support Agreement. The Main Recipient is also responsible to the Provider for any breaches of budgetary discipline by the Other Participants. The Other Participants are obliged to provide all necessary cooperation so that the Main Recipient can fulfil the above-mentioned obligations towards the Provider.
4. The Contracting Parties undertake to act in a manner that does not jeopardize the implementation of the Project and the interests of the individual Contracting Parties, in particular the interests of the Main Recipient. The Contracting Parties shall participate in activities within the implementation of the Project in accordance with its approved proposal in the form of the Binding Parameters.

Article 3

Project Management and the Involvement of the Individual Contracting Parties in the Implementation of the Project

1. The list and description of the activities of the Contracting Parties in the implementation of the Project, as well as the level of participation of the Main Recipient and the Other Participants, including the definition of the results and objectives of the sub-phases of the Project implementation, are set out in the Common Proposal and its annexes, which were submitted to the Provider when applying for support (hereinafter the "Common Proposal").
2. The Main Recipient is the submitter of the Project and the applicant for support, as well as the contracting party to the Support Agreement. The Main Recipient acts as the Project coordinator and ensures administrative cooperation with the Provider.
3. In performing this Agreement, the Other Participants undertake to act in a manner that enables the Main Recipient to fulfil its obligations arising from the generally binding legal regulations of the Czech Republic concerning purpose-specific support for research and development (in particular the RDI Act) and from the Support Agreement. Furthermore, the Contracting Parties undertake to use all necessary efforts for the implementation of the Project and to act in a manner that does not jeopardize the implementation of the Project and the justified interests of the Main Recipient which are known to the Contracting Parties or should be known to them. All activities of the Other Participants for which support is provided must be

directed towards achieving the Project Objectives, results and outputs of the relevant sub-phases, and towards fulfilling the purpose of the support.

4. The Contracting Parties undertake that, within the cooperation on the implementation of the Project, they shall perform, within the specified deadlines and scope, the acts specifically determined in the Project, aimed at the implementation of the Project and its sub-phases, as well as any other acts necessary or required for the implementation of the Project.
5. Each Contracting Party is obliged to ensure sufficiently professionally qualified research staff so as to be able to implement the Project. Cooperation in the implementation of the Project shall be addressed at coordination meetings, the frequency of which shall be determined for each phase of the Project implementation prior to its commencement. Minutes of the coordination meetings shall be drawn and signed by representatives of the Main Recipient and the Other Participants.
6. The progress of the Project implementation shall be monitored at regular control meetings attended by representatives of the Main Recipient and the Other Participants. The frequency of these meetings shall be determined for each phase of the Project implementation prior to its commencement. Minutes of the control meetings shall be drawn up and signed by representatives of the Main Recipient and the Other Participants.
7. On behalf of the Main Recipient, the person responsible for the implementation of the Project shall be Dr. xxxxxxxxxxxx; on behalf of Other Participant No. 1, the person responsible for the implementation of the Project shall be Mgr. xxxxxxxxxxxx, Ph.D.; and on behalf of Other Participant No. 2, the person responsible for the implementation of the Project shall be Pharm.D. xxxxxxxxxxxx, Ph.D.
8. The owners of the assets necessary for the implementation of the Project are the Main Recipient and the Other Participants who acquired such assets or created them during the Project implementation. The acquisition of assets into co-ownership of the Main Recipient and the Other Participants is not envisaged during the Project implementation.
9. For the purpose of verifying and evaluating the progress of cooperation in the implementation of the Project, the Contracting Parties shall in particular submit the following reports:
 - a) interim reports,
 - b) extraordinary reports,
 - c) the final report,
 - d) statement of eligible costs,
 - e) the report on the implementation of results,
 - f) information and documents relating to the sub-phases of the Project implementation,
 - g) other report, if required by the Provider.

Article 4

Rights and Obligations of the Contracting Parties

1. During the implementation of the Project and in the subsequent period, the Contracting Parties shall regularly inform each other about the progress of the Project and without delay about all facts that are material to the Project. For the purposes of this paragraph, material facts shall mean facts other than ordinary (day-to-day) activities which, given the nature of the Project, the other Contracting Party may reasonably expect the relevant Contracting Party to perform. Material facts shall also include

communication with the Provider, in particular regarding anticipated inspections or evaluations of the Project implementation.

2. The Contracting Parties shall notify each other of any changes concerning the Project and their own circumstances, in particular if a Contracting Party ceases to meet the qualification conditions, and of changes to any facts stated in the approved Project proposal and of any other changes and facts that could affect the implementation and objectives of the Project or any change of information published in the Research, Development and Innovation Information System. The Contracting Parties shall also inform each other of any fact that has or could have an impact on compliance with the obligations set out in the Support Agreement or of any possible inability to properly and timely fulfil the obligations under this Agreement. The Main Recipient shall subsequently send the Provider, depending on the nature of such change, either a notification of change or a request for change, in accordance with the relevant change management procedures.
3. The Contracting Parties shall also inform each other of any intention to conclude contracts with suppliers of goods or services necessary for the implementation of the Project, the value of which exceeds the thresholds for below-threshold public contracts under the Public Procurement Act.
4. The Main Recipient shall transfer from its bank account to the bank accounts of the Other Participants the relevant portion of the support received within fourteen (14) days of its receipt from the Provider. The Main Recipient shall be entitled not to provide the relevant portion of the support within this period in the event of any breach of obligations by the Other Participants, of which it shall immediately inform both the relevant Other Participant and the Provider.
5. The Other Participants, pursuant to the obligation of the Main Recipient, are obligated to remit to the Provider the unused portion of the support provided, project income, and other payments as stipulated by the rules for the provision of support for the entire Project, in relation to the portion of the support they have previously received. Each Other Participant shall be obliged to remit to the Main Recipient their corresponding share of these amounts in sufficient time for the Main Recipient to meet the relevant deadlines set by the Provider and timely announced to the Other Participants by the Main Recipient. If the Other Participants remit such amounts directly to the Provider, they shall immediately notify the Main Recipient thereof.
6. The Contracting Parties undertake to provide due cooperation with the Provider in the event of inspections and evaluations of the achievement of the Project objectives, the use and expenditure of the support and the efficiency of the incurred costs pursuant to Section 13 of the RDI Act, in accordance with public administration control under Act No. 320/2001 Coll., on Financial Control in Public Administration and on Amendments to Certain Acts (the Financial Control Act), as amended, and in accordance with the relevant internal regulations of the Provider.
7. The Contracting Parties undertake to duly retain all documents related to the implementation of the Project for at least ten (10) years after the completion of the Project.
8. The Contracting Parties further undertake, pursuant to Act No. 563/1991 Coll., on Accounting, to publish their financial statements in the relevant register in accordance with Act No. 304/2013 Coll., on Public Registers, throughout the duration of the Project, provided they are required to do so under the aforementioned laws.
9. The Contracting Parties undertake to comply with and follow the rules for the provision of support, i.e. to act in accordance with the rules on state aid, the Support Agreement (in particular together with the

General Terms and Conditions and the Binding Project Parameters annexed thereto), and the related internal regulations of the Provider, whereby the Other Participants undertake to comply with their obligations towards the Main Recipient in the same way as the Main Recipient complies with its obligations towards the Provider under the Support Agreement.

10. The Contracting Parties shall participate in activities within the implementation of the Project in accordance with the approved Project proposal. Each Contracting Party shall act so as to ensure that the declared results and objectives are achieved.

Article 5

Allocation of Rights to Project Results and Their Protection

1. The owner of the rights to the Project Results shall be either the Main Recipient or the Other Participants in the Project, depending on which of them has achieved such a Project Result individually. If a Project Result has been achieved jointly by several Contracting Parties, the relevant Project Result shall be in co-ownership of the respective Contracting Parties, and their shares shall be determined in proportion to the extent to which the employees of each of the respective Contracting Parties contributed creatively to the creation of the Project Result. If it is not possible to determine the extent of the creative contributions to the achievement of the Project Result and the Contracting Parties have not agreed otherwise, the co-ownership share of the Contracting Parties in the Project Result shall be equal. When determining the co-ownership share, due account shall also be taken of the proportion of the costs incurred by the individual Contracting Parties in the implementation of the Project, so as to avoid prohibited indirect state aid.
2. The Contracting Parties define in this article the distribution of the intended Project Results. If the Contracting Parties specify only a percentage range or a minimum and maximum value, they will agree on the ownership of the planned and future results by separate agreement, within these limits and on the basis of the actual contribution of the Contracting Parties. The stated distribution of the Project Results corresponds to the agreement of the Contracting Parties as set out in the Cooperation Agreement dated 18 October 2024.
3. The Contracting Parties plan the following joint Project Result 1:

"Gfunk - Functional Sample (One molecule with anticancer activity targeting the NatD, or NatA, or MOF, or MYST-2 enzymes) ("**Result 1**")", and they have agreed on its ownership (including title and all rights of disposal) followingly:
 - Alffinity: min. 60 - 70 %,
 - MUNI: 30-40 %, with SCI min 20 % and CEITEC min 10 %,
 - NexMR: 0 %,
4. The Contracting Parties plan the following Project Result 2:

"R- Software (Enhanced NMR-AI Platform able to design de novo drugs, and map intermolecular interactions to large proteins with NMR) ("**Result 2**")", and they have agreed on its ownership (including title and all rights of disposal) followingly:
 - Alffinity share: 100 %,
 - MUNI share: 0 %
 - NexMR share: 0 %

5. The Contracting Parties agree that if the Project leads to other joint results and intellectual property, they will agree on their ownership and associated rights and obligations separately.
6. Use of Results
 - a) The Contracting Parties shall have equal rights to use and handle the achieved Results for their own purposes.
 - b) Each Contracting Party shall be entitled to a non-exclusive, royalty-free use of the Results owned by another Contracting Party, provided that such use is necessary for achieving the Results of the Project owned by that Contracting Party or for achieving joint Results.
 - c) Each Contracting Party shall be entitled to use the Results owned jointly by the Contracting Parties independently for non-commercial purposes. For clarity, sponsored research on behalf of any commercial entity and the performance of any pre-clinical or clinical trial using the Project Results shall be considered commercial purposes.
 - d) The Contracting Parties agree to enter into a separate agreement defining the rights and obligations of the Contracting Parties in the event of commercial exploitation of the Project Results. Without such an agreement, neither Contracting Party shall be entitled to enter into licensing or other agreements for commercial exploitation.
 - e) The granting of a licence or sub-licence to a third party shall require the prior written consent of all Contracting Parties that jointly own the relevant Result. Revenues arising from the use of jointly owned Results by third parties shall be distributed in accordance with a written agreement between the Contracting Parties, which shall take into account, in particular, the creative contribution of each Contracting Party, the amount of work capacity expended, and the value of the individual contributions made by each Contracting Party to the implementation of the Project.
 - f) The Contracting Parties shall be entitled to use all Project Results for scientific and research activities free of charge.
 - g) In the event of a transfer of ownership of the share in the Project Results of Other Participant No. 1, the Main Recipient shall have a right of first refusal.
7. Each Contracting Party agrees that it shall not knowingly use any proprietary or other property rights of another Contracting Party, unless otherwise provided for in this Agreement.
8. Protection of Intellectual Property
 - a) The Contracting Parties agree that any solution, result, production-technical knowledge, or experience arising in the course of the implementation of the Project which, upon meeting the relevant statutory conditions, becomes eligible for protection as a patent, utility model, industrial design, or trademark, shall be registered by the entitled Party. For this purpose, the entitled Party shall file an application with the Industrial Property Office in Prague or with another national or international institution of a similar nature.
 - b) The Party entitled to file an application pursuant to the preceding paragraph shall be the Party that owns the relevant Result. If the Result is owned jointly by the Contracting Parties, they shall file the application jointly, in such a manner that they become co-owners of the respective protective right. The relations between the Contracting Parties as co-owners of the subject of industrial property

rights shall be governed by the generally binding legal provisions governing co-ownership. The costs associated with obtaining and maintaining protection shall be borne by the Contracting Parties in proportion to their co-ownership shares. The transfer of the subject of industrial property rights, in particular the transfer of a patent or utility model, the offering of a license to the subject of intellectual property rights, or the conclusion of a license agreement with a third party shall always require the prior written consent of all co-owners. Each co-owner shall be entitled, independently, to assert claims for proven infringements of rights to the subject(s) of intellectual property. Revenues from licensing jointly owned Results to third parties shall be distributed in proportion to the co-ownership shares.

- c) The Contracting Parties shall ensure, with respect to holders of protected intellectual property rights arising in connection with the implementation of parts of the Project, the ability to freely dispose of such rights (in particular by duly and timely exercising the right to an employee invention, utility model, or industrial design, or by reaching contractual arrangements with the inventors and authors). Each Party shall be responsible for settling the claims of authors and inventors on its own side.
9. Any request by another Contracting Party to access such Background Knowledge for the sole purpose of implementing the Project shall be subject to the prior **written consent** of the owning Contracting Party, which may impose such conditions, limitations as it deems appropriate, as long as it does not unreasonably affect the project implementation. The owning Party shall have the **sole discretion** to determine the extent and manner of access and may refuse access if such disclosure could compromise its proprietary rights, confidentiality obligations, or commercial interests. The refusal must be made in writing and state the reasons why the owning Party believes its rights or interests are being compromised. Where access is granted, it shall be limited strictly to the scope necessary for the specific tasks assigned to the requesting Party under the Project and shall not include any right to copy, modify, sublicense, or use the Background Knowledge for any other purpose. After the completion or earlier termination of the Project, all rights of access shall automatically terminate, and the requesting Party shall promptly return or destroy all materials and data embodying or derived from the Background Knowledge, unless otherwise agreed in writing. Notwithstanding the foregoing, the owning Contracting Party shall, where technically and commercially feasible, give **priority to supporting Project-related activities** that depend on its Background Knowledge, provided such support does not require the disclosure of proprietary details beyond what is strictly necessary for achieving the Project objectives.
 10. The Contracting Parties shall have free access to the Project Results achieved during its implementation, to the extent necessary for the implementation of their own contribution to the Project.
 11. Unless otherwise agreed in writing by the Contracting Parties, the provisions of this Article shall apply *mutatis mutandis* to claims relating to the Project Results in the event of premature termination of this Agreement; provided, however, that each Contracting Party shall retain full ownership of its Background Knowledge and any Project Results derived exclusively therefrom, and may continue to (1) use its own contributions for internal research and development purposes and (2) use all Project Results achieved so far in accordance with the Paragraph 6 of this Article.
 12. Nothing in this Agreement shall restrict, limit, or otherwise impede NexMR's right to independently research, develop, manufacture, commercialize, or exploit any technology, software, platform, method, workflow, chemical entity, therapeutic molecule, NMR-related tool, or any other product or service,

whether or not such activities are similar to, competitive with, or otherwise related to the Project Results or the Background Knowledge of the other Contracting Parties.

13. No Contracting Party shall have any claim, right, title, interest, or expectation with respect to any intellectual property, know-how, data, results, improvements, or technologies developed independently by NexMR outside the Project, even if such independent developments are similar to or competitive with the Project Results or rely on general scientific principles also used in the Project.
14. For the avoidance of doubt, the Project, the Project Results, and the Background Knowledge of the other Contracting Parties shall not create any exclusivity obligations, non-compete obligations, or development restrictions on NexMR, nor shall they impose any duty to disclose, license, assign, or share NexMR's independently developed intellectual property. No restrictions arising from joint ownership, access rights, royalty-free use rights, or publication rights shall apply to any independently developed NexMR technology, nor shall any such provisions be interpreted as granting any Contracting Party a right to monitor, audit, or review NexMR's independent R&D activities.
15. NexMR shall be free to use its own Background Knowledge—including any improvements, extensions, derivative works, or new developments arising from or inspired by such Background Knowledge—for any purpose, without restriction and without requiring consent from any other Contracting Party. Nothing in this Agreement shall be construed as preventing NexMR from developing, marketing, licensing, or commercializing products or solutions that compete with or functionally overlap with the Project Results or with any technology developed by the other Contracting Parties.

Article 6

Use and Provision of Results, Implementation Plan

1. The Contracting Parties acknowledge that, when using and providing the achieved Results to third parties, it is necessary to comply with the rules set out in Article 15 of the General Terms and Conditions, i.e. to comply with Section 16 of the RDI Act and to proceed in such a manner as to avoid breaching the rules on state aid and indirect aid.
2. The details of the use of the Project Results shall be defined in the implementation plan for the Project Results and in the agreement on the use of the Project Results, which shall be drawn up in cooperation between both Contracting Parties. When providing the Project Results, the recipient shall be obliged to comply with Section 16 of the RDI Act. In the event that a Result is not used within the period specified in the agreement on the use of Results, the Main Recipient shall be obliged to make the achieved Results available for use under non-discriminatory conditions to all interested parties.
3. The draft implementation plan for the Project Results shall be submitted by the Main Recipient together with the final report as its annex. This draft must in particular include all claims to rights to the Project Results, proposals for the use of the Project Results in a time schedule, and other mandatory elements specified in the form for the implementation plan, which forms part of Guideline SME-12 – Guideline for the Submission and Processing of Reports.
4. The agreement on the use of Results shall contain in particular:
 - a) the title and identification data of the Project,
 - b) the definition of the Results and their comparison with the Project Objectives,
 - c) the arrangement of ownership and usage rights to the Results pursuant to Section 16 of the RDI Act,

- d) the method of using the Results and the period in which the Results will be used, but no later than 5 years after the completion of the Project,
 - e) the scope of confidentiality of data and the method of handling them,
 - f) sanctions for breach of the agreement, and
 - g) the date of entry into force and the termination date of the agreement.
5. The draft implementation plan must be drawn up, and the agreement on the use of Results must be concluded, in accordance with the terms of this Agreement.

Article 7

Confidentiality

1. The Contracting Parties shall ensure the confidentiality of all confidential information and, if such information is disclosed to a third party, shall ensure that such third party maintains the confidentiality of the information provided to it as confidential and uses it only for the purposes for which it was provided.
2. All information relating to the Project and to the Project Results shall be deemed confidential, except for information provided to the Research, Development and Innovation Information System, or information that a Contracting Party is obliged to provide to other public authorities, judicial authorities or law enforcement authorities. Information designated as confidential by the Contracting Parties and information the disclosure of which could cause damage to a Contracting Party shall also be considered confidential.
3. The obligation to protect confidential information shall not apply to information:
 - a) In respect of which the Contracting Parties have agreed in writing to exclude it from the confidentiality (non-disclosure) regime;
 - b) Which is publicly known or has been made public other than through a breach of this Agreement;
 - c) which has been created by either of the Contracting Parties outside the scope of the Project;
 - d) which were provided on the basis of a legal regulation.
4. The Contracting Parties shall, when transferring any information, whether between themselves or to third parties, act in such a manner that the Project Objectives and Results are not jeopardized.
5. The Contracting Parties shall treat such information as confidential and protect it as such for at least three (3) years after the completion of the Project, unless such information ceases to be confidential for other reasons.
6. This Article shall not apply to informing the public that the Project, or its outputs and results, has been or is co-financed from the Provider's funds, on condition that the Main Recipient or the Other Participants act in compliance with the Provider's document "TA CR Publicity Rules of Projects".
7. Each Contracting Party shall be entitled to publish scientific or professional results arising from the implementation of this Project, provided that it notifies the other Contracting Parties in writing of its intention to publish no later than thirty (30) days prior to the planned publication. The other Contracting Parties shall be entitled, within thirty (30) days of receipt of such notice, to raise objections to the publication if the publication could prejudice their legitimate interests, in particular if it could jeopardize the protection of intellectual property, disclose confidential information, or disadvantage them in the

commercial exploitation of the Project Results. If none of the Contracting Parties raises objections within the specified period, the publication shall be deemed approved.

Article 8

Liability for Damages and Sanctions

1. Each Contracting Party shall be liable for any losses, damages, and harm caused to third parties by its actions in connection with the implementation of the Project and during activities in the subsequent period. Each Contracting Party shall also be liable for the proper performance of its own activities within the implementation of the Project and for the performance of its suppliers of goods or services necessary for the implementation of the Project.
2. A Contracting Party that breaches any obligation under this Agreement or under the Provider's General Terms and Conditions shall be obliged to compensate the other Contracting Party for any damage caused by such conduct. In this context, the Main Recipient shall be entitled to compensation for contractual penalties and refunds of support imposed by the Provider as a result of a breach of obligations by the Other Participants, but only if such breach is directly attributable to the actions of the respective Other Participant, whether intentional or due to negligence.
3. The Contracting Parties acknowledge that each proven breach of confidentiality shall result in the payment of a contractual penalty of CZK 10,000 to the Contracting Party that owns the information which was designated as confidential under this Agreement or is by its nature to be regarded as confidential.
4. The contractual penalties stipulated herein shall apply in addition to any other sanctions arising from applicable legal regulations or from this Agreement.

Article 9

Term and Termination of the Agreement

1. The term of this Agreement is derived from the term of the Support Agreement, i.e. it includes the Project Implementation Period (03/2025–12/2027) and the subsequent period necessary for the evaluation and implementation of the Project Results. The validity of this Agreement shall therefore end three (3) years after the completion of the Project, unless the Contracting Parties agree otherwise.
2. The Contracting Parties shall act in such a manner as to prevent early termination of the Agreement by notice, if possible and appropriate with regard to the nature and implementation of the Project, in particular by seeking to terminate the participation of any Other Participant in the Project who is in breach of its obligations or who has ceased to meet the eligibility conditions pursuant to Section 18(2) of the RDI Act.
3. If any Contracting Party intends to withdraw from the implementation of the Project, whether due to a change of recipient in the Project, a reduction in the number of participants, or any similar change, and such change is approved by the Provider, the relevant amendment to this Agreement shall include an agreement, handover protocol or other similar document confirming the consent of all Contracting Parties regarding the settlement of the obligations of the withdrawing Contracting Party arising from the Project, in particular the status of the achieved Results, financial matters relating to the Project, and intellectual property rights.
4. If a Contracting Party repeatedly fails to fulfil its obligations under this Agreement or commits a material breach of this Agreement, the other Contracting Party shall initiate negotiations with the Provider on the termination of its participation in the Project and any compensation, if appropriate in view of the nature and implementation of the Project and possible given the seriousness of the breach. If such change is

approved by the Provider, the other Contracting Party shall withdraw from this Agreement and conclude a new Agreement on Participation in the Project or an amendment to this Agreement with a potential new Main Recipient or Other Participant.

5. No Contracting Party may, without the written consent of the other Contracting Party and the prior consent of the Provider, terminate or transfer to a third party any obligations arising from this Agreement.
6. The Other Participant shall be entitled to withdraw from this Agreement in the event that the Main Recipient commits a material breach of this Agreement, consisting in particular of a failure to fulfil the obligation to transfer the relevant portion of the support to the Other Participants.
7. This provision shall be without prejudice to the obligation of the Contracting Parties to settle their mutual obligations under the Agreement, including claims for damages and contractual penalties, and the obligation to protect confidential information pursuant to Articles 7 and 8 of this Agreement.

Article 10

Final Provisions

1. This Agreement shall enter into validity on the date of its signature by all Contracting Parties. The Agreement shall enter into effect on the date of its publication in the Register of Contracts pursuant to Act No. 340/2015 Coll. In this context, the Contracting Parties confirm that the Agreement does not contain any information or data constituting a trade secret within the meaning of Section 504 of the Civil Code and therefore agree to the publication of its full text. The publication of the Agreement in the Register of Contracts shall be carried out by the Main Recipient in accordance with the agreement of the Contracting Parties.
2. Any communication between the Contracting Parties shall take place, as required, by telephone or e-mail, with the exception of those documents whose nature requires a written form. For telephone or e-mail communication, the following contact persons are designated:
 - a) Main Recipient: xx xxxxxxxxxxxxxxxx
 - b) Other Participant No 1: xx xxxxxxxxxxxxxxxx
 - c) Other Participant No. 2: xxxxxxxxx

In the case of written documents, these shall be sent by registered mail to the addresses of the Contracting Parties specified above.

3. The Contracting Parties declare that this Agreement is an agreement related to the Support Agreement concluded between the Main Recipient and the Provider. However, the Contracting Parties agree that this Agreement is not a dependent agreement within the meaning of Section 1727 of the Civil Code.
4. All disputes arising in connection with the performance of this Agreement shall be settled by the competent court of the Czech Republic.
5. Any amendments to this Agreement shall be made in writing and numbered as amendments, and any amendments subject to approval by the Provider must be submitted to the Provider in accordance with its change management procedures.
6. This Agreement is executed in three (3) counterparts, each of which shall have the validity of an original, with each Contracting Party receiving one (1) counterpart.

7. By signing below, the Contracting Parties confirm that they have familiarised themselves with the terms of this Agreement, with the terms of the public tender, and with the terms of the rules for the provision of support.

XXXXXXXXXXXXXX