Agreement on Collaborative Research and Development in scope of the
“Reliable Time-Sensitive Networks in Distributed Cyber-Physical Systems
for Real-Time Control Industry 4.0 Applications”
project

### Contracting Parties:

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| --- | --- | --- | --- |
| **Company / Institute** | **Address** | **Tax / VAT ID** | **Abbrev.** |
| REX Controls s.r.o. | Jařabinová 30CZ 326 00 Plzeň | CZ25239562 | REX |
| Západočeská univerzita v Plzni | Univerzitní 8CZ 301 00 Plzeň | CZ49777513 | ZČU |
| STACKFORCE GmbH | Poststr. 35DE 794 23 Heitersheim | DE295327239 | SF |
| Hahn-Schickard-Gesellschaft für angewandte Forschung e.V. | Wilhelm-Schickard-Str. 10DE 780 52 Villingen-Schwenningen | DE147807640 | HSG |

The 4 above listed contracting parties (hereinafter referred to as “Parties”) agreed to work on a joint research and development project called “Reliable Time-Sensitive Networks in Distributed Cyber-Physical Systems for Real-Time Control Industry 4.0 Applications” (hereinafter referred to as “Project”) according to terms specified in this agreement (hereinafter referred to as “Agreement”).

The individual parties are further in the document referred to by their abbreviations listed in the “Abbrev.” column.

### Cooperation

The parties agreed to work jointly on Project tasks according to the following work plan, solve the Project tasks responsibly and in extent prescribed by the work plan.

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The Parties undertake to cooperate on the Project Implementation Plan. The Project Implementation Plan must be drawn up in accordance with the terms of the Project.

### Pre-existing Knowledge and Equipment

Pre-existing knowledgemeans any data, know-how or information - whatever its form or nature (tangible or intangible), including any rights such as intellectual property rights - that is held by the Parties before they acceded to the Agreement, and that is needed to implement the Project.

The Parties grant each other rights to use — on a royalty-free basis — the pre-existing knowledge to implement the Project only.

The Parties bring into Project the following knowledge and equipment:

**REX**

* Real-time control system REX v2.50.5 – software suite

**ZČU**

* Protocol of fast data exchange according to „Radio Module for Fast Real-Time Control of Inverse Triple Pendulum“,R. Čečil, V. Šetka, M. Schlegel, The 3rd IEEE International Symposium on Wireless Systems within the Conferences on Intelligent Data Acquisition and Advanced Computing Systems, 26-27 September 2016, Offenburg, Germany, p. 80-84. (design and implementation)

**SF**

* Various protocol implementations for short-range and for low-power wide area wireless networks for smart metering, smart home and smart building applications
* Software test bench for functional testing of distributed wireless networks

**Hahn-Schickard**

* Several demo use-cases for industrial, home & building automation
* Large portfolio of sensor technologies (incl. MEMS-sensors from own design and own manufacturing)

### Intellectual Property Rights

“Results” means any (tangible or intangible) output of the research and development under the Project such as data, knowledge, information, prototype, measurement and test device, etc. — whatever its form or nature, whether it can be protected or not — that is generated under the Project, as well as any rights attached to it, including intellectual property rights.

Results are owned by the Party that generates them.

Two or more Parties own Results jointly if they have jointly generated them. The co-ownership share of the Result is determined by the ratio of the parties' creative contributions to achieving the Result.

The joint owners must agree (in writing) on the terms of exercise of their joint ownership (joint ownership agreement). Unless otherwise agreed in the joint ownership agreement, joint owner may not transfer the Results or grant licenses to third parties without prior written consent of the other joint owners. The other joint owners must receive fair and reasonable compensation.

Any joint owner commercially using the jointly owned Results of the Project is obliged to provide financial settlement to the other joint owners under common market conditions.

All 4 contracting Parties will have equal access to Results gathered in the scope of the project and will have rights to use the Results for implementation of the Project.

Prototypes (as tangible property) are owned by the Party, that (whose employees) created them.

### Confidentiality

During implementation of the Project and for four years after the end of the Project the contractual Parties must keep confidential all information (in whatever form or mode of communication) which has been disclosed in connection with the Project during its implementation and which has been explicitly marked as confidential at the time of disclosure. If information has been identified as confidential only orally, it will be considered to be confidential only if this is confirmed in writing within 15 days of the oral disclosure.

Unless otherwise agreed between the Parties, they may use confidential information only to implement the Project.

This obligation shall not apply to any information which is:

- proven to have been known to the receiving Party prior to the time of its receipt pursuant to this Agreement; or

- in the public domain at the time of disclosure to the receiving Party or thereafter enters the public domain without breach of the terms of this Agreement; or

- lawfully acquired by the receiving Party from an independent source having a bona fide right to disclose the same; or

- independently developed by an employee of the receiving Party who has not had access to any of the Confidential Information of the other Party.

**VI. Dissemination of results**

1. Unless against the legitimate interests of any other Party, the Parties shall have the right to dessiminate its results by disclosing them to the public by appropriate means (other than those resulting from protecting or exploiting results), including scientific publications (in any medium).

2. A Party that intends to disseminate its results must give advance notice to the other Parties of at least 45 days prior to the dissemination together with sufficient information on the results it will disseminate.

3. Any other Party may object within 30 days of receiving notification, if it can show that its legitimate interests in relation to the results or background would be significantly harmed. In such case, the dissemination may not take place unless appropriate steps are taken to safeguard these legitimate interests.

4. If no Party notifies its interests, the planned dissemination of results shall be seen approved.

**VII. Financing**

1. Each Party shall bear its own costs in connection with the carrying out of the project and will be solely responsible for its applications to obtain any subsidies therefor.

**VIII. Liability**

1. The Parties shall not be liable for the correctness of the research results exchanged or the information communicated during the project. Likewise, the Parties do not warrant that the rights of use granted by them can be executed without infringement of any third party's rights. Such limitation of liability shall not apply in cases of intent.
2. Unless otherwise stipulated in this Agreement, no Party shall be responsible to any other Party for loss of data or information, loss of profit, loss of business, loss of use, loss of revenue or loss of contracts or any loss or damage similar to the foregoing, indirect or consequential losses irrespective whether based on contract, law or otherwise, provided such damage was not caused by fraud, a wilful actor by a gross negligent breach of confidentiality.
3. A Party’s aggregate liability towards the other Parties resulting out of or in connection to this Agreement and/or Project collectively shall be limited to once the Party’s share of the total costs of the Project provided such damage was not caused by one of the following reasons: fraud, wilful misconduct, gross negligence.
4. Each Party shall be solely liable for any loss damage or injury to third parties resulting from the performance of the said Party’s obligations by it or on its behalf under this Agreement and/or from its use of Results or Background.

IX. **Term and Termination**

1. This Agreement will come into force on the date of the last signature by all Parties and under the proviso for each of the Party that envisaged funding for the execution of the project have been or will be granted. This Agreement will end after the funding authorities have accepted the final project report. Obligation to cooperate on the Project Implementation Plan according to Section II. Shall remain unaffected.

2. Each Party may terminate its participation in the project subject to a three-month period of notice for good cause only. This applies in particular if further co-operation has become unacceptable or funding has been reduced significantly. In the event of termination the respective funding authority shall be notified about the withdrawal from the project.

3. In the event of the withdrawal of a Party

- its rights according to section 3 and section 4 shall terminate;

- the licenses or rights of use granted to the other Party on the basis of this Agreement shall not be affected;

- its obligation according to Section 5 (Confidentiality) shall remain unaffected;

- as far as the continuation of the joint project is reasonable, the tasks of the withdrawing Party which have not been carried out yet may be taken on by a new partner after mutual written agreement of the remaining Parties.

The obligations of the remaining Parties to the withdrawing Party set forth under Sections 3-5 of this Agreement shall be applicable only for research results that were attained prior to the receipt of notice. His rights under this Section 8.3 as well as the obligations of the withdrawing Party set forth under Sections 3-5 shall continue to apply to all research results and industrial property rights that are granted to him on the basis of activities which were assumed and/or started in connection with the project.

4. In the event that the Parties mutually agree that the development goal of the project cannot be attained and that thus the basis for this Agreement ceases to exist the Parties shall agree on further proceedings, including any rights to already attained research results, and shall conclude a separate agreement, if necessary.

### X. Final Provisions

This Agreement comes into force and effect upon its execution by all Parties.

This Agreement and the relations arising from shall be governed by the Law of the Federal Republic of Germany.

This Agreement had been made in 4 (four) copies whereby each Party shall retain one copy each.

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| *(signature) (Date)* |  | *(signature) (Date)* |
| *Mgr. Eva SCHLEGELOVÁCEOREX Controls s.r.o.* |  | *David Rahusen Managing DirectorSTACKFORCE GmbH* |
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| --- | --- | --- |
| *(signature) (Date)* |  | *(signature) (Date)* |
| *doc. Dr. RNDr. Miroslav HOLEČEKUniversity rectorZápadočeská univerzita v Plzni* |  | *Clemens Pecha* *CFO Hahn-Schickard-Gesellschaft für angewandte Forschung e.V.* |
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| --- | --- | --- |
|  |  | *(signature) (Date)* |
|  |  | *Prof. Dr. Alfons Dehé**Executive BoardHahn-Schickard-Gesellschaft für angewandte Forschung e.V.* |