**Red Hat Czech s.r.o.**

Registered seat: Purkyňova 71/99, Královo Pole, 612 00 Brno, CZECH REPUBLIC

Business ID: 276 90 016

VAT ID: CZ27690016

Acting through: Radovan Musil (Director)

As the Donor

and

Czech Technical University in Prague, Faculty of Electrical Engineering (CTU FEE)

With registered seat at: Zikova 1903/4, 166 36 Prague 6

Business ID: 68407700

VAT ID: CZ68407700

Acting through: Professor Ing. Pavel Ripka, CSs. – Dean of Faculty

As the Beneficiary

Hereby execute pursuant to § 2055 et seq. of Act no 89/2012 Coll., the Civil Code, the following

**Donation Contract**

**R e d H a t O p e n S o u r c e L a b o r a t o r y f o r 2 0 1 8**

1. The subject hereof is a financial gift in the amount of **CZK 400 000,-** for maintenance of Red Hat Open Source Laboratory project at the Department of Computer Science, Faculty of Electrical Engineering, Czech Technical University in Prague. The Sponsor expects the donation to be used for coverage of scholarship (stipendium in Czech) of students working on subprojects in Open Source Software development and development of methods for Quality Assurance of this software, conducted under the umbrella of the Red Hat Open Source Laboratory project. The amount may be divided among more students. The Sponsor expects the donation not to be burdened by the overheads of the University in the year 2018.
2. The donation shall be paid out by the Donor to the Beneficiary in 30 days from this contract execution by both parties by wire transfer to the bank account of the Beneficiary no **XXXXXXXXXXXXXXXXXX, variable symbol 1318000060.** The date of fulfilment of the commitment of the donor to pay out the gift to the beneficiary pursuant hereto shall be the moment of the relevant amount debit from the bank account of the Donor in favour of the bank account of the Beneficiary.
3. The Sponsor gift is provided by the Donor to the Beneficiary voluntarily without expectation of any reciprocation on the part of the Beneficiary.
4. The Beneficiary hereby accepts the gift into its ownership and agrees to solely use it for the purpose for which it was provided pursuant to section 1 above herein, i.e. for student scholarships.
5. The Beneficiary shall name the gift **Red Hat Open Source Laboratory** for year 2018**.** TheSponsor hereby agrees with this name. Both the Beneficiary and the Sponsor are entitled to communicate this fact to the media and to the public without limitations. Whenever using trademarks of the Sponsor, the Beneficiary agrees to follow the standards of quality established by the Sponsor and to adhere to the trademark usage guidelines found at: [http://www.redhat.com/about/corporate/trademark/guidelines](http://www.redhat.com/about/corporate/trademark/guidelines%20) as amended from time to time.
6. Both parties hereby declare interest in long-term mutual cooperation without being bound hereby to supply in excess of the scope defined by sections 1, 2 and 6 above. In addition, both parties declare that any liability of the parties shall be limited to the amount of the donation.
7. With regard to tax legislation the Donor may proceed pursuant to §20 (8) of Act no 586/1992 Coll., on Income Tax, as amended.
8. The Donor may request from the Beneficiary the relevant documents proving use of the donation.
9. The Donor may only request return of the gift if the Donor finds out that the Beneficiary has violated the provisions of sections 5 and 8 above herein.
10. This contract is executed in two counterparts, one for each party.
11. The contracting parties hereby claim to have carefully read this contract, that this contract is executed on the basis of mutual agreement reflecting their genuine free will. Authenticity hereof is confirmed by their signatures attached hereto.
12. The Parties agree with publication of this Agreement in the register of contracts pursuant to the Act no. 340/2015 Coll., On the register of contracts. as amended. The publication shall be ensured by the Czech Technical University in Prague; if one of the parties considers some of the information specified in the contract for personal information or trade secrets, or data that may be to publish under the Act, such information must be explicitly identified as such during the contracting process.

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| In Brno, on ………………………………. | In Prague, on …………………….. |
| On behalf of **Red Hat Czech s.r.o.** | On behalf of **CTU FEE** |
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| Radovan Musil (Director) | prof. Ing. Pavel Ripka, CSc. |