

AGREEMENT

BETWEEN

Busara Center for Behavioral Economics

Address: PO Box 1340 Princeton, NJ 08540, USA

Represented by (statutory): Channing Jang, Director

Contact person: [REDACTED]

Email: [REDACTED]

(hereafter referred to as "BUSARA")

Of the one part

AND

Name: Národohospodářský ústav AV ČR, v. v. i.

Identification Number: CZ67985998

Address: Politických vězňů 936/7, Praha 1, 111 21, Czech Republic

Represented by (statutory): Doc. Ing. Michal Kejak, M.A., CSc., Director

Contact person: [REDACTED]

Email: [REDACTED]

(hereafter referred to as the "Client")

Of the other part

This CONTRACT concluded in compliance with the provisions of Section § 2586 et seq. of the Act No. 89/2012 Coll., Czech Civil Code, as amended (hereinafter called the "Contract") is entered into between the Client and BUSARA whereas the Client has requested BUSARA to provide certain consulting services (hereafter "Services") as defined in the Terms of Reference attached to this Contract.

BUSARA has skilled personnel and facilities available to undertake the project.

BUSARA has agreed to provide the Services on the terms and conditions set forth in this Contract.

NOW THEREFORE, the Parties hereto agree as follows:

1. The following documents shall be deemed to form an integral part of this Contract:
 - 1.1 Appendix A: Description of the Services/Terms of Reference
 - 1.2 Appendix B: Open Science Requirements

2. BUSARA shall use reasonable efforts to perform the work in accordance with the Terms of Reference incorporated here as **Appendix A**.

3. The mutual rights and obligations of the Client and BUSARA shall be set forth in the contract and in particular:

- 3.1 BUSARA shall carry out the services in accordance with the provisions of the Contract; and
- 3.2 The Client shall make payments to BUSARA in accordance with the provisions of the Contract.

4. Description of Services. Lab experimentation and data collection

5. Period of Performance. The period of performance under this Contract shall be from August 6th, 2018 to August 30th, 2018.

6. Financial Provisions

- 6.1 Contract Price: The maximum amount in the contract currency is **USD 11,537** as set out in the budget.
- 6.2 The contract price inclusive of all expenses to be paid as follows: -
 - 50% shall be paid upon contract signing
 - 25% upon satisfactory completion and submission of Deliverables 1
 - 25% upon satisfactory completion and submission of Deliverables 2
- 6.3 Disbursement of funds by the Client will be initiated within 30 days upon receipt of invoices by BUSARA.
- 6.4 These invoices shall contain all costs incurred during the billing period.
- 6.5 This Contract may be extended by written agreement signed by authorized representatives of both parties.

7. Confidentiality.

7.1. During the course of this contract, the parties may make available to each other certain confidential or proprietary information or one party may otherwise learn of confidential or proprietary information belonging to the other party. All such information (written or otherwise) will be assumed to be confidential unless explicitly stated otherwise, and both parties will require written consent to disclose such information produced or shared through the lifecycle of this project.

7.2. Any identifying information on individual clients will be maintained with the strictest of confidence and security and will be deleted from data sets except as necessary for the matching of clients across data sets.

8. Intellectual Property.

8.1. "BUSARA Intellectual Property" will mean individually and collectively all products and processes of inventions, improvements and discoveries which are conceived and reduced to practice solely by one or more employees of BUSARA directly pursuant to

this contract. All rights and title to BUSARA Intellectual Property will belong to BUSARA and will be subject to the terms and conditions of this Contract.

8.2. “The Client Intellectual Property” will mean individually and collectively all products and processes of inventions, improvements and discoveries which are conceived and reduced to practice solely by one or more employees of the Client pursuant to this contract. All rights and title to the Client Intellectual Property will belong to the Client and will be subject to the terms and conditions of this Contract.

8.3. “JOINT Intellectual Property” will mean individually and collectively all products and processes of inventions, improvements and discoveries which are conceived and reduced to practice by the collaboration of one or more employees of BUSARA and one or more employees of the Client, pursuant to this contract and shall be jointly owned by BUSARA and the Client and both shall have all rights to use and license others to use any such developed intellectual property without accounting to the other party. For any JOINT intellectual property developed during the course of this engagement, both parties will agree on standardized language and terminology for the purposes of publication and dissemination.

9. Publications. The Parties will recognize the role of the Client and BUSARA in designing and implementing the Project through appropriate authorship in any reports and publications. Specifically, the Client will acknowledge in any reports and publications that the data for the validation experiment was collected in cooperation with BUSARA.

10. Use of Names. Neither party hereto shall employ or use the name of the other party in any promotional materials or advertising without the prior express permission of the other party.

11. Liability

11.1 In no event will BUSARA be liable for any claims by the Client or any third party for any special, indirect, incidental, or consequential damages of whatsoever kind and howsoever arising, including, without limitation, loss of business opportunities, profits or revenues, whether or not the possibility of such damages or loss of opportunities, profits or revenues has been disclose BUSARA in advance or could have been reasonably foreseen BUSARA.

11.2 The Client understands that there are inherent risks in any business strategy, which include but are not limited to loss of business opportunities, profits or revenues. The client agrees that BUSARA will not be held liable for any negative effects of the recommendations provided by BUSARA and recognizes that they, as the client, reserve the right to adopt or reject any recommendations provided by BUSARA during the course of this engagement.

12. Liability for Recommendations. The CLIENT understands that there are inherent risks in providing support to computer systems which include but are not limited to data loss, data corruption, or complete loss of files or directories. The CLIENT agrees that BUSARA will not be held liable for damages in the case of data loss.

13. Indemnification. Each party agrees to defend, indemnify and hold harmless the other from and against any and all claims, obligations and damages, any and all taxes and any and all claims and liabilities directly or indirectly arising out of or in connection with any breach of this Contract or resulting or arising out of the activities of the work undertaken by it hereunder. For purposes of this indemnification, "claims" shall include all obligations, actual damages and costs reasonably incurred in defending any claim against the other party, including, without limitation, attorneys' and expert witness fees, court costs, other litigation expenses and travel expenses. This indemnity shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Contract.

14. Severability. If, for any reason, any part of this Contract is held to be invalid, that ruling shall not impair the operation of such other parts of this Contract as may remain otherwise intelligible.

15. Waiver. Any waiver granted by a party hereto shall be without prejudice to any other rights such party may have, will be subject to such party's continuing review and may be revoked, in such party's sole discretion, at any time and for any reason. No party shall be deemed to have waived any right, power or option reserved by this Contract by virtue of: any custom or practice of the Parties at variance with the terms hereof; any failure, refusal or neglect of the Parties to exercise any right under this Contract or to insist upon exact compliance by the other with its obligations hereunder.

16. Force Majeure. Neither BUSARA nor the Client shall be liable by reason of any failure in the performance of this Contract in accordance with its terms if such failure arises out of causes beyond the control and without the fault and negligence of BUSARA. Such cases may include, but are not limited to acts of God, acts of insurrection, fires, floods, epidemics, quarantines, strikes, and labor disputes.

17. Binding Effect. This Contract is binding upon the Parties hereto and their respective executors, administrators, assigns and successors in interest and shall not be modified except by written agreement signed by the Parties.

18. No Assignment. This Contract may not be transferred or assigned to any other party without the express written permission of the other parties hereto.

19. Counterparts. This Contract may be executed in counterparts, each of which shall be deemed an original but which together shall constitute one and the same instrument.

20. Amendments. This Contract can only be amended by joint written agreement signed by the duly authorized representatives of the parties. No modifications will be binding until signed by both parties.

21. Disputes. In the event of any dispute arising under this Contract written notice of the dispute must be provided to the other party within thirty (30) days of the events giving rise to the dispute. The parties shall negotiate in good faith to resolve the dispute within thirty (30) days of receiving notice of the existence of the dispute. In the event the negotiations fail to resolve the dispute, the parties may pursue other means of dispute resolution, including arbitration, mediation or proceed to litigation in a court of competent jurisdiction. The parties shall each be responsible for all of their own costs of mediation and/or other dispute resolution.

22. Governing Law. The validity and interpretation of this contract and the legal relationship of the Parties to it shall be governed by the laws of the Czech Republic.

23. Register of Agreements. Pursuant to the provisions of Section 2 e) of Act. No. 340/2015 Coll. on special conditions for the effectiveness of certain agreements, publication of such agreements on the register of agreements (Act on the Register of Agreements), as amended, the Client is an entity required to publish concluded private agreements. The BUSARA agrees with publication of this Agreement, including its amendments, in the manner and within the scope of the said Act. The Client undertakes to ensure compliance with this obligation within the statutory period.

24. Effective Date. This Contract shall enter into force on the date of signing by both Parties. This Contract shall come to effect on the date of publication of the Contract in the Register of Agreements.

IN WITNESS, WHEREOF, the parties have caused this Contract to be signed in their respective names.

For and on behalf of the Client

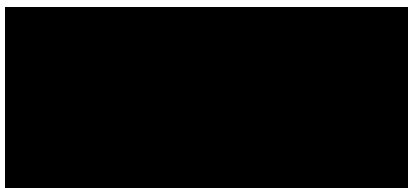
Authorized Representative

Authorized Signature

Date

**For and on Behalf of the Busara
Center for Behavioral Economics**

Chaning Jang



May 5, 2018

Date



APPENDIX B: OPEN SCIENCE REQUIREMENTS

[Redacted]

<p>[Redacted]</p>
<p>[Redacted]</p>

