

## **EERA Consortium Agreement**

THIS CONSORTIUM AGREEMENT is designated to organize an umbrella organization to coordinate Czech activities in the European Energy Research Alliance (hereinafter “EERA”) AISBL, and to represent the interests of the energy research community of the Czech research organisations in the EERA AISBL (hereinafter consortium), and created under the project titled “Enabling involvement of the research organizations into European Energy Research Alliance,” with registration number: LE 15024.

### **AMONG:**

1. Centrum výzkumu Řež, s.r.o. (hereinafter also “Research Center Řež”) with its Registered Office in Hlavní 130, 250 68, Husinec – Řež, with enterprise number 26722445, VAT number: CZ26722445, represented by Dr. Martin Ruščák, managing and executive director and Jaroslava Klimasová, executive director

and

2. České vysoké učení technické (hereinafter also “Czech Technical University of Prague”) with its Registered Office at 166 36 Praha - Dejvice, Žitná 4, with enterprise number 68407700, VAT number: CZ68407700, represented by Prof. Ing. Petr Konvalinka, CSc., rector

and

3. Vysoká škola báňská – Technická univerzita Ostrava (hereinafter also “VŠB – Technical University of Ostrava”) with its Registered Office at 17. listopadu 15/2172 708 33 Ostrava-Poruba, with enterprise number 61989100, VAT number: CZ 61989100, represented by Prof. Ing. Ivo Vondrák, CSc., rector

and

4. Vysoké učení technické v Brně (hereinafter also “Brno University of Technology”) with its Registered Office in at Antonínská 548/1, Brno, 601 90, with enterprise number 00216305, VAT number: CZ00216305, represented by prof. RNDr. Ing. Petrem Štěpánkem, CSc., Rector of the University

and

5. Vysoká škola chemicko-technologická Praha (hereinafter also “University of Chemistry and Technology Prague) with its Registered Office at Technická 1905/5, Praha 6, 166 28, with enterprise number 60461373, VAT number: CZ60461373, represented by doc. Ing. Pavlem Kotrbou, Ph.D., Vice-Rector for Research and Development

and

6. Ústav fyzikální chemie J. Heyrovského, Akademie věd České republiky (hereinafter also "J. Heyrovský Institute of Physical Chemistry, Academy of Sciences of Czech Republic") with its Registered Office at Dolejškova 2155/3, 182 23, Praha 8, with enterprise number 00022985, VAT number: CZ00022985, represented by prof. RNDr. Zdeněk Samec, DrSc, Director

hereinafter, jointly or individually, referred to as "Parties" or "Party"

#### **WHEREAS:**

The Parties, having considerable experience in the field of energy research, are willing to strengthen and to expand the Czech capabilities in low carbon and secured energy research by connecting and joining all Czech energy research activities at the European level within the European Energy Research Alliance and represent their collective will by collectively chosen representatives.

#### **DEFINITIONS:**

**Coordinating Organization** - an organization employing the elected EERA\_CZ Representative is responsible for divided EERA fees selection and collection for EERA\_CZ operational costs, including travel costs for elected EERA\_CZ Representative

**Defaulting Party** - a Party, which is in breach of this Consortium Agreement may become a Defaulting Party. If such breach is substantial and is not remedied within the period decided by General Assembly or is not capable of remedy, the General Assembly may decide to declare the Party to be a Defaulting Party and to decide on the consequences thereof, which may include termination of its participation

**EERA** – European Energy Research Alliance

**EERA\_CZ** – Umbrella organization joining all members to this consortium and representing them at the EERA level

**EERA\_CZ Representative** – the supervisory person for the execution of the cooperation and representation of the Parties at the European level, which shall report to and be accountable to the General Assembly. The person is elected at the first meeting by the General Assembly for two years and then the selection is done every two years. Representative of EERA\_CZ is representing EERA\_CZ at EERA, covering also EERA Executive Committee member position (his or her Personal Representative is based on the personal selection of EERA\_CZ Representative) if

EERA\_CZ is selected or nominated for the EERA Executive Committee and the parties agree with the representation. The nominees are suggested by the members to the consortium

**EERA Fees** – EERA Joint Programs and Membership fees

**EU** – European Union

**Extraordinary meeting** - is a meeting of General Assembly convened outside of the planned schedule at any time upon written request of 1/3 of General Assembly Members with the right to vote

**General Assembly** - is the ultimate decision-making body of the consortium consisting of all the parties, where each member has one representative which has one vote (hereinafter “member”)

**Ordinary meeting** - is a meeting of General Assembly organized at least twice a year

**Party Representative** – is a representative of each party to this agreement and shall be an executive director (or equivalent) of a member or a person officially authorized to substitute the organization’s executive director

**NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

### **Section 1: Purpose**

The purpose of this Consortium Agreement is to create a formalized cooperation agreement among the parties in the area of energy research, in particular concerning the rights and obligations of the parties involved in the individual Joint Programs of EERA, the common representation of the parties at the EU level, in international organizations focused on the cooperation coordination within EU research area, cost distribution and management of the cooperation.

### **Section 2: Entry into force, duration and termination**

#### **2.1 Entry into force**

An entity becomes a Party to this Consortium Agreement upon signature of this Consortium Agreement by a duly authorised representative.

This Consortium Agreement shall have effect from the Effective Date. The Effective Date is the date of the last founding party signature to this contract.

A new entity becomes a Party to the Consortium Agreement agreement with the accession document (Attachment 1) by the new Party and all other parties. Such accession shall be in force and have an effect from the date identified in the accession document. The new accessing party

has to fulfill the requirements set by EERA and such an accession has to be approved at least by 2/3 of all parties to the consortium agreement with the right to vote.

## **2.2 Duration and termination**

This Consortium Agreement shall continue in full force for indefinite period. However, participation of one or more Parties to it may be terminated as specified in the following Articles. Membership is terminated by unilateral written action taken by a person authorized to act as a company representative, by what he or she intends to terminate membership in the consortium, to all other parties of the consortium. Termination shall not affect any rights or obligations of the Party leaving the Consortium incurred prior to the date of termination.

## **Section 3: Governance structure**

### **3.1 General structure**

The organisational structure of the Consortium shall comprise the following Consortium Bodies:

**General Assembly** as the ultimate decision-making body of the consortium representing the parties to this consortium, it individually consists of executive representative or his or her proxy of each contractual party to this agreement.

**EERA\_CZ Representative** is the executive body of the consortium, representing parties at the EERA level. EERA\_CZ Representative is an intermediary between the consortional Parties and the European Energy Research Association and is entitled to act or to make binding declarations on behalf of other Parties of consortium, based on and within the decisions adopted by the General Assembly. The EERA\_CZ Representative may legally bind the Consortium by her or his signature, based on the power of attorney attached to this consortium Agreement in the Attachement No. 3. The EERA\_CZ Representative is elected by the General Assembly. The EERA\_CZ Representative, if EERA\_CZ is selected for the membership in Executive Committee is choosing his or her Personal Representative for assisting with the workload.

### **3.2 General Assembly and Operational Procedures of General Assembly**

3.2.1 All party's representatives at the General Assembly (hereinafter referred to as a "Member") shall be represented at any meeting of such a Consortium Body; may appoint a substitute or a proxy to attend and vote at any meeting; and shall participate in a cooperative manner in the meetings. The 2/3 participation quorum of the members with the right to vote is mandatory.

3.2.2 The General Assembly shall consist of one representative of each Party, who is the executive representative of the organization or has an officially certified power of attorney to represent the organization (hereinafter General Assembly Member). The General Assembly Member may, by officially certified power of attorney prove, that he or she is allowed to represent another member. In this case he or she has one vote for each party, he or she represents.

3.2.3 The EERA\_CZ Representative member shall chair meetings of the General Assembly, is without the voting right and also shall cover the Secretariat tasks for General Assembly, unless decided otherwise on the first meeting of the General Assembly. General Assembly decides about individual proposals by voting. A proposal is adopted, if simple majority of the represented present parties agree with the proposal, unless stated otherwise. Each Member of the General Assembly present or represented at the meeting shall have one vote. Defaulting Parties has no right to vote.

3.2.4 The General Assembly shall be free to act on its own initiative to formulate proposals and take decisions in accordance with the procedures set out herein. In addition, all proposals made by the EERA\_CZ Representative shall also be considered and decided upon by the General Assembly.

The following decisions particularly shall be taken by the General Assembly:

- a) Approval of the Consortium objectives and goals (prepared by the EERA\_CZ Representative)
- b) Yearly budget approval (prepared by the EERA\_CZ Representative) with payment deadlines and each party share
- c) EERA\_CZ Representative next year tasks approval (prepared by the EERA\_CZ Representative for each year)
- d) Approve by the majority of at least the 2/3 of all General Assembly members with the right to vote, proposals of the changes to the contract, attachments of the agreement and the list of Joint Programs, attached to this Agreement. Proposals are then submitted for formal approval
- e) Entry of a new Party to the consortium and approval of the settlement on the conditions of the accession of such a new Party
- f) Settlement on the conditions in the Consortia after the withdrawal of the party of the Consortium
- g) Identification of a breach by a Party of its obligations under this Consortium Agreement
- h) Termination of a Defaulting Party's participation in the consortium and measures relating thereto

- i) EERA\_CZ Representative candidates proposal, election and recall, if initiated by at least the 2/3 of General Assembly Members with the right to vote at General Assembly Meeting
- j) Supervising the EERA\_CZ Representative
- k) Monitoring compliance by the Parties with their obligations, especially regarding Joint Programs they are participating in
- l) Dissolution of the Consortium, if initiated by at least the 2/3 of General Assembly Members with the right to vote at General Assembly Meeting

### **3.3 Preparation and organisation of meetings**

#### 3.3.1 Convening meetings:

The EERA\_CZ Representative shall convene meetings of the General Assembly.

Ordinary meeting shall be at least twice a year. Extraordinary meeting might be convened at any time upon written request of the EERA\_CZ Representative or 1/3 of the Members of the General Assembly with the right to vote.

#### 3.3.2 Notice of a meeting:

The EERA\_CZ Representative shall give a notice in writing of a meeting to each Member of the General Assembly as soon as possible and no later than 30 calendar days preceding an Ordinary meeting and 15 calendar days preceding an Extraordinary meeting.

#### 3.3.3 Distribution of the agenda:

The EERA\_CZ Representative shall prepare and send each Member of General Assembly a written agenda no later than 14 calendar days preceding an ordinary meeting or 7 calendar days preceding an Extraordinary meeting.

#### 3.3.4 Adding agenda items:

Any agenda item requiring a decision by the Members of a General Assembly must be identified as a part of the agenda. Any Member of the General Assembly may add an item to the original agenda by a written notification to EERA\_CZ Representative, who will provide distribution to all other Members of that Consortium Body 5 preceding working days at the latest, or 3 preceding working days for an extraordinary meeting.

3.3.5 Any decision may also be taken without a meeting if the EERA\_CZ Representative circulates to all Members of the General Assembly a written document which is then agreed upon by the 2/3 majority of all Members of the General Assembly with the right to vote. Such document shall include the deadline for responses.

3.3.6 Meetings of each General Assembly may also be held by teleconference or other telecommunication means.

### **3.4 Minutes of meetings**

3.4.1 The EERA\_CZ Representative shall secure production of written minutes of each meeting which shall be the formal record of all decisions taken. It shall be sent to all Members within 5 working days of the meeting.

3.4.2 The minutes shall be considered as accepted if, within 10 working days from sending, no Member has sent an objection in writing to EERA\_CZ Representative.

### **3.5 EERA\_CZ Representative's Election**

3.5.1 The EERA\_CZ Representative as the representative of the Czech energy research community at EERA, shall be chosen by a majority of 2/3 of the votes of all members the General Assembly with the right to vote. The organization who's representant is holding an EERA\_CZ Representative position shall still nominate a representative to the General Assembly as the EERA\_CZ Representative is not considered as a General Assembly member.

3.5.2 The organization whose representative is holding an EERA\_CZ Representative position shall chair all meetings of the General Assembly, unless decided otherwise.

3.5.3 The EERA\_CZ Representative shall prepare the minutes of meetings for the other General Assembly members from all EERA meetings, he or she attends and represents the consortium.

3.5.4 EERA\_CZ Representative represent all EERA\_CZ consortium members, vote on their behalf (as instructed by General Assembly members or with no given instruction in members best interests). He or she shall be responsible for the proper execution and implementation of the decisions of the General Assembly. If is he or she is at the same time elected as an EERA

Executive Committee member and the parties agree with the representation at EERA Executive Committee, he or she represent all members of this consortium also at the EERA Executive Committee meetings.

3.5.5 The party employing the EERA\_CZ Representative, shall be administering the budget and financial contributions to EERA and Joint Programs fees (hereinafter “Coordinating Organization”). This organization shall be also responsible for transmitting documents and information connected with the Consortium to all parties, keeping the address list of Members and other contact persons updated and available and collecting and reviewing consistency of all deliverables. This party shall also assist and facilitate the work of the EERA\_CZ Representative and for executing the decisions of the General Assembly as well as the day-to-day operational management of the Consortium and related administration tasks. In the case of change of the party employing EERA\_CZ Representative the previous party shall submit all the agenda to the newly chosen party.

3.5.6. Coordinating Organization shall have collectively reimbursed proportionally from all members of the Consortium EERA\_CZ, EERA\_CZ Representative travel and accommodation costs and all related administrative expenses, including maintaining financial accounts, all together in the limit up to 2000 Euros. The Coordinating Organization has to perform all its tasks diligently. The travel and accommodation costs and all related administrative expenses are every year added to the budget for the next year, based on billing of that year spendings. The seat of the EERA\_CZ is always identical with the seat of the Coordinating Organization. The above specified costs are presented by the end of January of the following year and have to be approved by the General Assembly.

## **Section 4: Responsibilities of the Parties**

### **4.1 General principles**

Each Party undertakes to take part in the efficient implementation of the cooperation in energy research in Czech Republic, especially by the coordinated cooperation in the research activities in the Czech Republic, in the same fields of the scope of individual EERA Joint Programs. Furthermore the parties undertake to strengthen the position of individual research subjects of the individual Joint Programs represented by the parties from Czech Republic. Each relevant party promise to take a part, and to cooperate, perform and fulfil, in accordance with the tasks decided



by the General Assembly every year, and all of its obligations under this Consortium Agreement as may be reasonably required from them and in a manner of good faith.

Each Party undertakes to notify promptly, in accordance with the governance structure of the cooperation, any significant information, fact, problem or delay likely to affect the cooperation consequential from this agreement.

Each Party shall take reasonable measures to ensure the accuracy of any information or materials it supplies to the other Parties.

#### **4.2 Breach**

In the event that any of the Parties identifies a breach by a Party of its obligations under this Agreement, this party is obliged to inform the EERA\_CZ Representative without due delay and the EERA\_CZ Representative will give formal notice to such Party requiring that such breach will be remedied within the period of 30 calendar days.

If such breach is substantial and is not remedied within that period or is not capable of remedy, the General Assembly may decide to declare the Party to be a Defaulting Party and to decide on the consequences thereof, which may include termination of its membership.

### **Section 5: Liability**

#### **5.1 Contractual Liability**

The parties to this contract are not liable for damages incurred by other parties to the treaty if the Party did not cause these damages.

If any of the Parties, by its actions causes damage to another Party to this agreement, undertakes the Party to compensate such damages in accordance with the relevant provisions of the laws and agree, except intentional damages, to limit the scope of liability for such damages to only direct damages, respectively the parties agree that, the obligation to pay damages under the preceding sentence shall apply only to the direct damages. Therefore from the compensation is excluded possible Party's entitlement to cover the loss of profit, provided that the damage was not caused by a contracting party intentional conduct and / or by gross negligence.

## **5.2 Damage caused to third parties**

Each party shall bear jointly and severally liable for any loss, damage or injury to third parties in the performance of duties of one side thereof, if the party was bound by the decision of the General Meeting. Party is not liable for that damage if it demonstrates that its members did not attend the vote, or its member voted differently from the decisions that led to the damage.

## **Section 6: Financial provisions**

6.1 The collection and distribution of financial contributions of the members to the Consortium shall be preapproved by the General Assembly and collected by the Coordinating Organization, who is responsible for the effective and economical disbursement of the funds, according to:

- the membership fee for a full EERA membership is divided evenly among all members
- Joint Programs's each party is participating in and the number of participant of EERA\_CZ Consortium in the given Joint Programs
- each party contributes only to the Joint Programs, to which they are members, if there are more members of EERA\_CZ in the specific Joint Programs, then the contribution to such Joint Programs is shared among all parties being a part of the specific Joint Program
- the division of the same Joint Program's fee among consortium agreement's participants of that Joint Program (where there are more parties to this contract contributing to the same Joint Program), shall consider also each party's rights in that Joint Program, therefore parties with right's to represent other members to this consortium in the Joint Program's organs, shall cover the higher proportions of costs and if there are no fees and/ or parties can not decide, General Assembly shall decide about their share of contribution and the rights of representation
- if EERA\_CZ is in the given year a member of EERA Executive Committee, the increase of with it connected fee will be taken into account, if General Assembly votes in favor of EERA\_CZ being a member of Executive Committee.

6.2 The Coordinating Organization is collecting and transferring of the member's contributions approved by the General Assembly to the EERA. The Coordinating Organization keeps the Consortium's Members financial contributions to the EERA separated from its normal business accounts and guarantees that the collected funds will be used economically. Each party is responsible for its contribution to the EERA\_CZ, based on the decision of the General Assembly. Non abiding the decision of General Assembly related to the each party's contribution is considered to the breach of the agreement and may lead to the decision that the party omitting its contribution is a Defaulting Party, even it is just a partial omission. The party excluded from

consortium will not be reimbursed any payments already transferred to EERA or payments to cover administrative cost on the side of Coordinating Organization.

6.3 The budget for every year is approved at the last General Assembly meeting of the previous year. For the first year, the budget is set out at the first General Assembly meeting.

### **Section 7: IP Rights**

7.1 It is agreed between all parties that, to the best of their knowledge, no intellectual property rights, know-how or confidential information of the Parties shall be needed by any other Party for implementation of the cooperation among the parties. This represents the status at the time of signature of this Consortium Agreement. If any intellectual property rights, know-how or confidential information is needed, the parties shall prepare separate agreement for its use.

7.2. The parties agree, that even for the bona fide use of name of the Parties, the logos or trademarks of the Parties in connection with cooperation within this consortium is needed written prior approval of the concerned party.

### **Section 8: Non-disclosure of information**

8.1 All information in whatever form or mode of communication, which is disclosed by a Party (the “Disclosing Party”) to any other Party (the “Recipient”) in connection with the cooperation during its implementation and which has been explicitly marked as “confidential” at the time of disclosure is “Confidential Information.” The Recipient hereby undertakes in addition and without prejudice to any commitment of non-disclosure during the term of the cooperation under this agreement framework and for a period of 5 years after the end of the cooperation, not to use Confidential Information other than for the purpose for which it was disclosed, not to disclose Confidential Information to any third party without a prior written consent by the Disclosing Party and to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis.

8.2 The Recipients shall be responsible for the fulfilment of the above obligations on the part of their employees and shall ensure that they remain so obliged, as far as legally possible, during and after the end of the cooperation and/or after the termination of the contractual relationship with the employee or a third party.

## **Section 9: Miscellaneous**

### **9.1 The number of original copies, attachments, inconsistencies and severability**

This consortium agreement is executed in thirteen (13) original copies in Czech language and in thirteen (13) original copies in English language, where each party shall receive two (2) original copies of Czech version and two (2) original copies of English version and one (1) Czech language original copy and one (1) English language original copy will be send to the EERA in Brussels.

This Consortium Agreement consists of this core text and the Attachment 1 (Accession document), the Attachment 2 (Joint Programs represented by Czech Republic in EERA) and the Attachment 3 Power of Attorney for EERA\_CZ Representative for representation of the parties to the EERA\_CZ consortium at EERA

Should any provision of this Consortium Agreement become invalid, illegal or unenforceable, it shall not affect the validity of the remaining provisions of this Consortium Agreement. In such a case, the Parties concerned shall be entitled to request that a valid and practicable provision be negotiated which fulfils the purpose of the original provision.

### **9.2 Notices and other communication**

Any notice to be given under this Consortium Agreement shall be in writing to the addresses of all General Assembly Members or their representatives and EERA\_CZ Representative. E-mail with an acknowledgement of a receipt in the form of a response, fulfils the requirement of written form.

### **9.3 Assignment and amendments**

No rights or obligations of the Parties arising from this Consortium Agreement may be assigned, in whole or in part, to any third party without the other Parties' prior written approval.

Amendments and modifications to the text of this Consortium Agreement require a separate written agreement to be signed between all Parties.

#### **9.4 Language**

The Consortium Agreement is drawn up in Czech and English; in case of divergences between the texts, the Czech version will prevail. All related documents, notices, meetings minutes and dispute resolution related documents, including the dispute resolution language, shall be Czech.

#### **9.5 Applicable law**

This Consortium Agreement shall be construed in accordance with and governed by § 1746, section 2, of the law No. 89/2012 Coll., “Civil Code” as amended (hereinafter “Civil Code”) and generally by the law of Czech Republic.

#### **9.6 Settlement of disputes**

The parties shall endeavour to settle their disputes amicably. All claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this agreement, including but not limited to breach thereof, shall be referred to mediation before, and as a condition precedent to, the initiation of any adjudicative action or proceeding, including potential arbitration.

All disputes arising out of or caused in relation with this agreement, and solution of which can not be achieved as described in the preceding paragraph shall be resolved according to the law of the Czech republic and at the competent court in Czech Republic.

#### **AS WITNESS:**

The Founding Parties have caused this Consortium Agreement to be duly signed by the undersigned authorised representatives in separate signature pages the day and year first above written.

**1. Centrum výzkumu Řež, s.r.o.**

Dr. Martin Ruščák  
Managing and Executive Director

Jaroslava Klimasová  
Executive Director

Date:

Date:

Signature:

Signature

## 2. České vysoké učení technické

Prof. Ing. Petr Konvalinka, CSc.,  
rector

Date:

Signature:

:

**3. Vysoká škola báňská – Technická univerzita Ostrava**

Prof. Ing. Ivo Vondrák, CSc.  
rector

Date:

Signature:



#### **4. Vysoké učení technické v Brně**

prof. RNDr. Ing. Petr Štěpánek  
rector

Date:

Signature:

**5. Vysoká škola chemicko-technologická Praha**

doc. Ing. Pavel Kotrba, Ph.D.,  
Vice-Rector for Research and Development

Date:

Signature:

**6. Ústav fyzikální chemie J. Heyrovského, Akademie věd České republiky**

prof. RNDr. Zdeněk Samec, DrSc,  
director

Date:

Signature:

**[Attachment 1: Accession document]**

ACCESSION

**of a new Party to**

**EERA\_CZ Consortium Agreement**

**[OFFICIAL NAME OF THE NEW PARTY]**

hereby consents to become a Party to the Consortium Agreement identified above and accepts all the rights and obligations of the Party starting [date].

And

1. Centrum výzkumu Řež, s.r.o. (hereinafter also "Research Center Řež") with its Registered Office in Hlavní 130, 250 68, Husinec – Řež, Czech Republic, with enterprise number 26722445, VAT number: CZ26722445, represented by Dr. Martin Ruščák, managing and executive director and Jaroslava Klimasová, executive director

and

2. České vysoké učení technické (hereinafter also "Czech Technical University of Prague") with its Registered Office at 166 36 Praha - Dejvice, Zikova 4, with enterprise number 68407700, VAT number: CZ68407700, represented by Prof. Ing. Petr Konvalinka, CSc., rector

and

3. Vysoká škola báňská – Technická univerzita Ostrava (hereinafter also "VŠB – Technical University of Ostrava") with its Registered Office at 17. listopadu 15/2172 708 33 Ostrava-Poruba, with enterprise number 61989100, VAT number: CZ 61989100, represented by Prof. Ing. Ivo Vondrák, CSc., rector

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4. Vysoké učení technické v Brně (hereinafter also "Brno University of Technology") with its Registered Office in at Antonínská 548/1, Brno, 601 90, with enterprise number 00216305, VAT number: CZ00216305, represented by prof. RNDr. Ing. Petr Štěpánek, CSc., Rector of the University

and

5. Vysoká škola chemicko-technologická Praha (hereinafter also "University of Chemistry and Technology Prague) with its Registered Office at Technická 1905/5, Praha 6, 166 28, with enterprise number 60461373, VAT number: CZ60461373, represented by doc. Ing. Pavlem Kotrbou, Ph.D., Vice-Rector for Research and Development

and

6. Ústav fyzikální chemie J. Heyrovského, Akademie věd České republiky (hereinafter also "J. Heyrovský Institute of Physical Chemistry, Academy of Sciences of Czech Republic") with its Registered Office at Dolejškova 2155/3, 182 23, Praha 8, with enterprise number 00022985, VAT number: CZ00022985, represented by prof. RNDr. Zdeněk Samec, DrSc, Director

hereinafter, jointly or individually, referred to as "Parties" or "Party"

hereby certify that the consortium has accepted as whole the accession of [the name of the new Party] to the consortium starting [date].

This Accession document has been done in seven originals to be duly signed by the undersigned authorised representatives. The attachment to this Accession document is EERA\_CZ Consortium Agreement and any existing previous Accession documents.

[Date and Place]

[INSERT NAME OF THE NEW PARTY]

Signature(s)

Name(s)

Title(s)

[Date and Place]

[Centrum výzkumu Řež, s.r.o.]

Signature(s)

Name(s)

Title(s)

[České vysoké učení technické]

Signature(s)

Name(s)

Title(s)

[Vysoká škola báňská – Technická univerzita Ostrava]

Signature(s)

Name(s)

Title(s)

[Vysoké učení technické v Brně]

Signature(s)  
Name(s)  
Title(s)

[Vysoká škola chemicko-technologická Praha]

Signature(s)  
Name(s)  
Title(s)

[Ústav fyzikální chemie J. Heyrovského, Akademie věd České republiky]

Signature(s)  
Name(s)  
Title(s)

**[Attachment 2: Joint Programs represented by Czech Republic in EERA]**

**Advanced Materials and Processes for Energy Application** (J. Heyrovský Institute of Physical Chemistry, Academy of Sciences of Czech Republic)

**Bioenergy** (VŠB – Technical University of Ostrava)

**Energy Storage** (Brno University of Technology)

**Environmental, economic and social impacts** (Research Center Řež)

**Fuel Cells & Hydrogen** (Research Center Řež, University of Chemistry and Technology Prague)

**Materials for Nuclear** (Research Center Řež)

**Shale Gas** (VŠB – Technical University of Ostrava)

**Smart Cities** (Czech Technical University of Prague, VŠB – Technical University of Ostrava)

**Smart Grids** (VŠB – Technical University of Ostrava)

**[Attachment 3: Power of Attorney for EERA\_CZ Representative for representation of the parties to the EERA\_CZ consortium at EERA]**

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4. Vysoké učení technické v Brně (hereinafter also "Brno University of Technology") with its Registered Office in at Antonínská 548/1, Brno, 601 90, with enterprise number 00216305, VAT number: CZ00216305, represented by prof. RNDr. Ing. Petrem Štěpánkem, CSc., Rector of the University

and

5. Vysoká škola chemicko-technologická Praha (hereinafter also "University of Chemistry and Technology Prague) with its Registered Office at Technická 1905/5, Praha 6, 166 28, with enterprise number 60461373, VAT number: CZ60461373, represented by doc. Ing. Pavlem Kotrbou, Ph.D., Vice-Rector for Research and Development

and

6. Ústav fyzikální chemie J. Heyrovského, Akademie věd České republiky (hereinafter also "J. Heyrovský Institute of Physical Chemistry, Academy of Sciences of Czech Republic") with its Registered Office at Dolejškova 2155/3, 182 23, Praha 8, with enterprise number 00022985, VAT number: CZ00022985, represented by prof. RNDr. Zdeněk Samec, DrSc, Director

(collectively hereinafter as the "principal")



Hereby appoint

XXX, born XXX, in XXX, with birth number: XXX

as the EERA\_CZ representative and the mandatary (hereinafter “mandatary”) to act for all members specified as a principal in their name and on their behalf to do and perform the representation of them personally in front of EERA AISBL, including voting rights and document signing, based on their direct instruction expressed as decisions of the General Assembly of EERA\_CZ. If the instructions are not possible to obtain in the due time and the decision is not related to any financial matters the mandatary may act on his own decision in a good faith following objectives of the agreement to which this power of attorney is attached.

This power of Attorney shall be effective from the date of the signature of the last party consisting the principal.

In Witness Whereof, all parties have signed this Power of Attorney of their own free will.

Mandatary to this Power of Attorney

[Date and Place]

XXX

XXX

Signature(s)

Parties Creating the Principal of this Power of Attorney

[Date and Place]

[Centrum výzkumu Řež, s.r.o.]

Signature(s)

Name(s)

Title(s)

[České vysoké učení technické]

Signature(s)

Name(s)

Title(s)

[Vysoká škola báňská – Technická univerzita Ostrava]

Signature(s)  
Name(s)  
Title(s)

[Vysoké učení technické v Brně]  
Signature(s)  
Name(s)  
Title(s)

[Vysoká škola chemicko-technologická Praha]  
Signature(s)  
Name(s)  
Title(s)

[Ústav fyzikální chemie J. Heyrovského, Akademie věd České republiky]  
Signature(s)  
Name(s)  
Title(s)