

Agreement on the use of the results achieved during solving the research and development project No. TH71020006

concluded in accordance with the provisions of § 1746 paragraph 2 of the Act No. 89/2012 Coll., Civil Code, as amended (hereinafter also "Civil Code"), between:

Tomas Bata University in Zlín

Public university established in compliance with Act No. 404/2000 Coll., on the Establishment of Tomas Bata University in Zlín

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Represented by: prof. Mgr. Milan Adámek, Ph.D., rector

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(hereinafter referred to as the "main beneficiary")

and

Polymer Institute, Slovak Academy of Sciences PISAS

Public research institution

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Represented by: Mgr. Jaroslav Mosnáček, D.Sc., director

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(hereinafter referred to as "foreign partner 1")

and

Sabancı University Nanotechnology Research and Application Center SUNUM

Public research institution

Address: Orta Mahalle, Üniversite Caddesi, No:27/1, 34956 Tuzla, Istanbul, Turkey

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Represented by: Prof. Dr. Fazilet Vardar Sukan, director of administration

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(hereinafter referred to as "foreign partner 2")

(foreign partner 1 and foreign partner 2 together as "other project participants")

(together also as "contracting parties" or "participants in the contract") conclude this Agreement on the use of the results achieved during solving the research and development project No. TH71020006 (hereinafter also the "Agreement")

I.

Basic information about the project

1. The main beneficiary and other project participants jointly participated in the solution of project No. TH71020006 entitled "Li-ion BAttery-SupErcapacitor Hybrid Device (hereinafter referred to as "the project").
2. The deadline for completing the project solution was set at 8/31/2023.
3. The provider of the project is the Technological Agency of the Czech Republic, Epsilon Program.
4. The main beneficiary of the project is the Tomas Bata University in Zlín.
5. Other project participants in the project are foreign partners: Polymer Institute, Slovak Academy of Sciences PISAS and Sabancı University Nanotechnology Research and Application Center SUNUM.
6. Project data is subject to the "C" code of data confidentiality, not subject to protection under special legal regulations.
7. On the basis of the Agreement on the provision of targeted support for the solution of the project in the form of a subsidy from the state budget expenses for research, development and innovation concluded between the main beneficiary and the Czech Republic - the Technological Agency of the Czech Republic, the project was financed from public funds in the total amount of 60% of the eligible costs of the project.
8. The main beneficiary and other project participants in the project have agreed with this Agreement on the distribution of ownership rights to the individual results of the project in a way that corresponds to their creative contribution to the achievement of these results.

II.

Definition of results and ownership rights to them

1. The contracting parties have achieved the results in the solution of the project, which are clearly specified in Annex No. 1 of this Agreement. Annex No. 1 specifies the name of the result, its type, the date of achievement and the share of ownership rights to the result, and information on whether a special agreement on the use of the result is concluded for the result.
2. If a special contract on the use of the result is concluded for the result or if such a contract is concluded between co-owners of the result in the future, the provisions of such a contract take precedence over this Agreement.
3. All the results of the project listed in Appendix No. 1 are in accordance with the planned goals of the project.
4. The results of the project, including the final report, are subject to protection according to Act No. 121/2000 Coll., on copyright, on rights related to copyright and on the amendment of certain laws (the Copyright Act), as amended (hereinafter also "the Copyright Act ") or other special regulations governing intellectual property rights and in the sense of the relevant legal provisions are considered to be employee works to which property rights are exercised by the main beneficiary or other project participants in the project or several contracting parties together.
5. The main beneficiary and other project participants in the project declare that the stated results of the project solution are not the results of another project or research project.

III.

Use of project results owned by one of the contracting parties

1. The results, which are the property of a single contracting party, will be used by this contracting party without restrictions on the part of the main beneficiary or other project participants.

2. The contracting party – the owner of the result, undertakes to use the result within 5 years from the end of the project at the latest. The owner of the result undertakes to use the result either in a non-commercial way, i.e. by carrying out further research and development, or in a commercial way, i.e. by commercializing the result.

IV.

Modification of user rights to project results owned by multiple contracting parties

1. The results, which are jointly owned by several contracting parties (joint owners of the result), will be used after the end of the project, but no longer than 5 years, for both commercial and non-commercial use. Commercial use means the use of the result by the co-owner of the result or a third party in the production of an existing or new product, the provision of services, the implementation of a technical solution protected by a utility model, patent or its application and its use, technology or service.
2. License agreements and other agreements on the use of results, which are co-owned by several contracting parties, shall be concluded by all co-owners of the result with any interested parties in using the result (i.e. third parties). Income from the use of the solution resulting from such a contract will be distributed among the co-owners of the result in the ratio of co-ownership shares. Each co-owner of the result can conduct negotiations on the conditions of commercial use with potential interested parties separately, but he/she shall inform the other co-owners of the result without delay.
3. Any co-owner of the result is entitled to use the result commercially, provided that he is obliged to notify the other co-owners in writing in advance of the commercial use of the results. A co-owner who commercially uses a joint result shall pay the other co-owners a payment of 2 % of the sales price of the product produced using the relevant result, which will be divided among the other co-owners in proportion to their ownership rights.
4. The co-owners of the result are entitled to use the results of the project, which are in their co-ownership, in a non-commercial way, in such a way as not to endanger the protection of the results, themselves without the consent of the other co-owners.
5. All contractual parties are obliged to provide all required information at the request of the main beneficiary in accordance with the update of the Project Implementation Plan.
6. After 3 years from the end of the project, the contracting parties undertake to evaluate the commercial use of the project results. Based on this evaluation, the contracting parties undertake to update this Agreement if necessary.

V.

Accounting for commercial use of project results owned by multiple contracting parties

1. A co-owner who commercially uses a joint result is obliged to separately record sales of products produced using the respective joint result in properly maintained accounting. The contracting party, which commercially uses the joint result, undertakes to prepare a written statement for each past calendar year throughout the term of this Agreement, in which the total sales price of the products produced using the relevant result will be calculated (hereinafter referred to as the "bill").
2. A co-owner who commercially uses a joint result is obliged to send a preliminary statement to the other co-owners of the result to the billing e-mail in the header of this Agreement, no later than January 10 of the given calendar year for the previous year.
3. The co-owners are obliged to issue and deliver to the co-owner who commercially uses the joint result, the original tax document (hereinafter referred to as the "invoice") based on the invoice

sent. In accordance with the provisions of § 21, paragraph 8) of Act No. 235/2004 Coll., on value added tax, as amended, the date of the taxable transaction is the last calendar day of the previous year. The invoice will always have the requisites of a proper accounting and tax document in the sense of relevant legal regulations, in particular Act No. 235/2004 Coll., on value added tax, as amended.

4. A co-owner who commercially uses a joint result has the obligation to send a final invoice to the other co-owners of the result to the same billing e-mail by February 28 of the given year. The other co-owners of the result shall express their agreement or disagreement with this statement within five (5) working days from the delivery of the final statement, whereby disagreement cannot be expressed without an proper justification.
5. The contracting parties further agreed that at the request of the co-owners of the result, especially in the case of their disagreement with the accounting, each co-owner will have the opportunity to view the accounting and any further procedure will be resolved by the co-owners of the result by mutual written agreement. If the amount of the preliminary and final billing differs, an invoice/corrective tax document will be issued and delivered to the co-owner who commercially uses the joint result for the difference amount. The day on which the taxable transaction is carried out is the establishment of the facts on the basis of which the invoice/corrective tax document will be issued.
6. The contractual parties have agreed that the co-owner who commercially uses the joint result will send to the other co-owners by February 28 of each calendar year to the address indicated in the header of this Agreement a report on the implemented activities related to the commercial use of the joint result for the past calendar year and a plan of activities relating to the commercial exploitation of the relevant joint result for the current calendar year.

VI.

Confidentiality of information

1. The project data in the Register of information on results is subject to confidentiality level C, i.e. the subject of the project solution is subject to trade secrets, but the name of the project, the annotation of the project and, in the case of a completed or stopped project, the evaluation of the result of the project solution delivered to the Central Register of Research, Experimental Development and Innovation Projects are modified to be publishable.
2. Unless the contracting parties agree otherwise in a specific case, all information that one contracting party obtains from the other contracting party and which is not generally known is considered confidential (hereinafter referred to as "confidential information"). The party that has obtained it is obliged to keep the confidential information secret and to ensure sufficient protection against access to it by unauthorized persons. They must not disclose confidential information to any other person, with the exception of their employees who are entrusted with project activities. The contracting party may disclose confidential information to other persons entrusted with project activities only if it has entered into a confidentiality agreement with them to a similar extent. Providing information to fulfill a legal obligation is not a breach of confidentiality.

VII.

Other rights and obligations of the contracting parties

1. The contracting parties undertake to cooperate and provide each other with maximum cooperation so that the result is used in accordance with the implementation plan. The co-owners of the result undertake to provide the main beneficiary with the necessary cooperation in reporting the fulfillment of the implementation plan to the provider.

2. The contracting parties further undertake to allow the provider to check the progress of the implementation of the approved implementation plan of results (the so-called control of the stages of the approved implementation plan of results).
3. If the contracting parties provide the result of the project to a third party, they are obliged to do so on the basis of a written agreement on the use of the result, which will correspond to the terms of this Agreement and the terms of the project and be bound by confidentiality in accordance with article VI of this Agreement. The contracting parties are obliged to present such a contract to the main beneficiary, who is obliged to present it to the provider without undue delay.

VIII.

Sanctions

1. If any contractual party fails to fulfill its obligation under this Agreement even after it has been invited by another contractual party to fulfill it within a reasonable replacement period, it is obliged to pay each affected contractual party a one-time contractual fine of CZK 10,000, unless otherwise specified other contractual fine by this Agreement.
2. If any of the contractual parties violates the obligation of confidentiality according to Article IV, it is obliged to pay a contractual fine of CZK 50,000 to each affected contractual party. Payment of the contractual fine does not extinguish the injured party's right to compensation for damages, in full.

IX.

Duration, termination of the Agreement

1. The Agreement is concluded for an indefinite period.
2. The Agreement can be terminated by mutual agreement of all contract participants.
3. In the event that any of the parties to the Agreement violates their contractual obligations in a substantial way, the other parties to the Agreement have the right to withdraw from the Agreement. For breach of contractual obligations in a substantial manner, in the sense of § 2002 Act. No. 89/2012 Coll., of the Civil Code, as amended, considers:
 - delay in presenting the statement to the other co-owners of the result according to Article V, paragraph 2 and paragraph 4 of the Agreement by more than 30 calendar days,
 - repeated breach of obligations under Article VI of the Agreement,
 - repeated delay in payment of invoices by more than 30 calendar days.
4. The contracting parties have agreed that if there is a withdrawal from the Agreement according to the previous paragraph, then the contracting parties, whose actions were not the reason for withdrawing from the Agreement, will be obliged to conclude a new contract on the use of results, the content of which will be without undue delay after the termination of this Agreement will be identical to the content of this Agreement, except for provisions on those project results that were owned or co-owned by the contracting party whose actions were the reason for withdrawing from this Agreement.

X.

Final Provisions

1. This Agreement enters into force on the date of signature of the last of the contracting parties and becomes effective upon proper publication in the register of contracts in accordance with the relevant provisions of Act No. 340/2015 Coll., on the Register of Contracts, as amended, which will be ensured by the Tomas Bata University in Zlín.

2. The rights and obligations of the contracting parties not expressly regulated by this Agreement are governed by Act No. 130/2002 Coll. on the support of research, experimental development and innovation, as amended, and Act No. 89/2012 Coll., Civil Code, as amended, or other legal provisions in force and effective in the Czech Republic, excluding any conflict of laws.
3. The contracting parties have agreed that any disputes arising out of or in connection with this Agreement shall preferably be settled amicably. In the absence of an agreement and amicable settlement pursuant to the preceding sentence, the contracting parties agree that the courts of the Czech Republic shall have jurisdiction to hear and determine disputes and other legal matters arising out of the legal relationship established by this Agreement as well as related relationships.
4. This Agreement can only be amended or supplemented by written amendments numbered in ascending order, which will be signed by authorized representatives of the contracting parties. For this purpose, the exchange of e-mail or other electronic messages will not be considered to be in writing.
5. This Agreement contains a complete agreement on the subject of the Agreement and all the details that the contracting parties had and wanted to agree on in the Agreement, and which they consider important for the binding nature of this Agreement. No statement of the contracting parties made during the negotiation of this Agreement or any statement made after the conclusion of this Agreement shall not be interpreted as contrary to the express provisions of this Agreement and shall not create any obligation of any of the contracting parties.
6. If individual provisions of this Agreement are unenforceable or invalid, or should become unenforceable or invalid, the validity of the other provisions of this Agreement will not be affected. The contracting parties undertake to replace any invalid or unenforceable provision of this Agreement without undue delay with a provision that is as close as possible to the economic purpose of the original provision. If any of the provisions of this Agreement turns out to be apparent (null), the effect of this defect on the other provisions of the Agreement will be assessed similarly according to § 576 of Act No. 89/2012 Coll., Civil Code, as amended.
7. This Agreement is drawn up in four copies, of which each other project participant receives one copy and two copies are for the main beneficiary. The main beneficiary is entitled to use one copy when negotiating with the subsidy provider.
8. This Agreement is drawn up in the Czech and English languages and both versions are equally effective. In case of ambiguity or conflict in interpretation of the provisions between the two versions, the Czech version shall prevail.

Appendix No. 1 – List of project results

Signature sheet No.1

For the main beneficiary - **Tomas Bata University in Zlín**

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prof. Mgr. Milan Adámek, Ph.D., rector

In Zlín on

Signature sheet No.2

For foreign partner 1 - **Polymer Institute, Slovak Academy of Sciences PISAS**

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Mgr. Jaroslav Mosnáček, D.Sc., director

In Bratislava on

Signature sheet No.3

For foreign partner 2 - **Sabanci University Nanotechnology Research and Application Center**
SUNUM

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Prof. Dr. Fazilet Vardar Sukan, director of administration

In Istanbul on.....

Annex No. 1 to the Agreement on the Use of Results Achieved in the Solution of Research and Development Project No. TH71020006 – list of project results

Output identification number	Title	Protocol No. patentu/UV	The type of result	Owners (%)	Date of achievement	Property Rights Agreement
TH71020006-V1	A pouch cell Li-ion battery-supercapacitor hybrid (BSH) device	No. 6/2023	Gprot – Prototyp	UTB – 60 % Polym. Inst.–10 %, SUNUM – 30%	June 2023	-
TH71020006-V2	A series of Li-ion battery-supercapacitor hybrid (LIH) devices in form of coin cells for industrial validation	No. 7/2023	Gprot – Prototyp	UTB – 60 % Polym. Inst.–10 %, SUNUM – 30%	July 2023	-