

## Competition Participant

.....

on the one side (hereinafter referred to as the “Licensor”)

and

### Centrum výzkumu Řež s.r.o.

registered office Hlavní 130, Řež, 250 68 Husinec

ID No.: 26722445

registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, Entry 89598

on the other side (hereinafter referred to as the “Licensee”)

(jointly referred to as the “Parties”)

enter into the following agreement on the date, month, and year indicated below

## LICENSE AGREEMENT FOR A SUBJECT OF INTELLECTUAL PROPERTY

### Article 1

#### Subject of the Agreement

The subject of this agreement is the provision of a non-exclusive license to use intellectual property created by the Licensor through participation in the competition titled *Design a Mathematical Model for a Viscometer Measuring Corium*, announced by the Licensee. This includes communication with participants, presentation of competition results, and scientific publications arising from the competition (hereinafter referred to as the “Work”). The Work also includes intellectual property developed by the Licensor prior to the announcement of the competition if used to solve the competition task within this competition.

Intellectual property is governed by the generally binding legal regulations of the Czech Republic, in particular Act No. 527/1990 Coll., on Inventions and Improvement Proposals; Act No. 207/2000 Coll., on the Protection of Industrial Designs; Act No. 478/1992 Coll., on Utility Models; Act No. 221/2006 Coll., on the Enforcement of Industrial Property Rights and Amendments to Laws on the Protection of Industrial Property; Act No. 206/2000 Coll., on the Protection of Biotechnological Inventions; and Act No. 441/2003 Coll., on Trademarks. Copyright law is not addressed by this Agreement.

For the purposes of this Agreement, intellectual property shall primarily mean intangible assets, in particular objects subject to industrial legal protection, i.e. technical solutions (patents, utility



models, and, where applicable, topographies of semiconductor products), works of industrial design and artistic creation (industrial designs), product and service designations (trademarks, designations of origin, geographical indications, and business names), and above all, trade secrets and know-how (both written and unwritten manufacturing, commercial, and other expertise) (hereinafter also referred to as "Intellectual Property").

## Article 2

### Declaration

The Licensor declares, to the best of their knowledge, that no third party holds any rights to patents, designs, or other rights that could hinder the exercise of protective rights under this Agreement with respect to the intellectual property created or used during participation in the competition titled *Design a Mathematical Model for a Viscometer Measuring Corium*, announced by the Licensee, including communication with participants, presentation of competition results, and scientific publications arising in connection with the competition.

## Article 3

### Know-how

The Licensor is the holder of know-how encompassing all knowledge and outcomes of experience of the Licensor related to the intellectual property created or used during participation in the competition titled *Design a Mathematical Model for a Viscometer Measuring Corium*, announced by the Licensee, including communication with participants, presentation of competition results, and scientific publications arising in connection with the competition.

The know-how referred to in paragraph 1 of this Article includes technical data composed of all information and knowledge contained in or ascertainable from media such as samples, drawings, plans, descriptions, procedures, instructions, diagrams, and all other partial documentation of the Licensor.

## Article 4

### Authorization to Use Patents, Designs, and Know-how

The Licensor authorizes the Licensee to non-exclusively use the rights to intellectual property created or used by the Licensor during participation in the competition titled *Design a Mathematical Model for a Viscometer Measuring Corium*, announced by the Licensee, including communication with participants, presentation of competition results, and scientific publications arising in connection with the competition, for all forms of use pursuant to applicable and effective legal regulations, for an unlimited duration, within an unlimited territorial scope, and without quantitative limitations.





The Licensor authorizes the Licensee to use the rights that shall arise for the Licensor upon the granting of patents or the registration of designs based on applications, including rights benefiting from the priority of such applications.

The Licensor also authorizes the Licensee to use the know-how in the same or similar manner.

## Article 5

### Transfer of Know-How

The Licensor shall provide the Licensee with all know-how for use pursuant to this Agreement and shall hand over to the Licensee all other information necessary for the exercise of rights under this Agreement.

## Article 6

### Price and Payment Terms

The non-exclusive license under this Agreement is provided free of charge.

## Article 7

### Warranties and Obligations of the Licensor

The Licensor declares, to the best of their knowledge, that they are not aware of any third-party rights that could hinder the Licensee's use of the rights under this Agreement. The Licensor does not assume liability for the non-existence of such rights; however, they assume liability to the extent of the declaration set out in this paragraph.

The Licensor undertakes, at their own expense, to defend the protective rights under this Agreement against challenges by third parties (including cancellation proposals or objections).

The Licensor shall not be obliged to defend the protective rights under this Agreement against unauthorized interference by third parties. However, the Licensor shall be obliged to support the Licensee in defending the exercise of the protective rights under this Agreement, in particular by granting all necessary procedural authorizations.



#### COMPANY

Centrum výzkumu Řež s.r.o.  
ID No.: 26722445  
Tax ID No.: CZ26722445

#### ADDRESS

Hlavní 130, Řež, 250 68 Husinec  
Czech Republic

#### CONTACT

+420 266 173 512  
cvrez@cvrez.cz  
www.cvrez.cz

## Article 8

### Obligations of the Licensee

The Licensee undertakes to maintain the confidentiality of all know-how provided to them or obtained under this Agreement for the entire duration of its validity, and not to disclose it to third parties.

The Licensee undertakes not to cause, through their own actions, such as submitting a proposal for revocation or deletion, the termination of rights granted under this Agreement, nor to support the activities of third parties aimed at achieving the same effect.

The Licensee shall be obliged to promptly inform the Licensors if the exercise of rights under this Agreement is being restricted by third parties, or if the Licensee becomes aware that third parties are infringing upon the rights under this Agreement.

## Article 9

### Improvements to the Subject of the License

If, during the implementation of the license under this Agreement, the Licensee obtains usable results in the form of technical solutions protectable by patent or design (hereinafter referred to as "Protectable Solutions"), such solutions shall be registered for protection as joint applications unless otherwise agreed between the Parties. In order to obtain the broadest possible protection for such technical solutions, the Parties shall jointly prepare the relevant patent or design applications. The Parties shall ensure that the participating personnel assign the rights to protect these technical solutions to the other Party.

## Article 10

### Sublicensing, Assignment, and Transfer of Rights

The Licensee shall be entitled to grant sublicenses to third parties without the prior written consent of the Licensors.

The Licensee shall also be entitled to assign their rights and obligations under this Agreement to third parties without the prior written consent of the Licensors.



## Article 11

### Final Provisions

This Agreement shall become valid upon signature by both parties and shall remain effective for the duration of the existence of the licensed rights.

The authorization to use the patent shall become effective on the date of publication of the patent grant, or, as applicable, on the date of publication of design registration in the official bulletins of the relevant authorities in the respective countries, or upon registration of product and service designations.

Any modifications to this Agreement shall be valid only if made in writing and signed by both contracting parties.

In ..... as on .....

X

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**COMPANY**

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**ADDRESS**

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