**Joint Research Agreement**

This Joint Research Agreement is made and entered by and between , **University** (hereinafter called “A”) and , **Brno University of Technology, Czech Republic** (established in Antoninska 548/1, Brno 601 90, Czech Republic, VAT number: CZ00216305, represented by prof. RNDr. Ing. Petr Štěpánek, CSc, rector; hereinafter called “B”) in accordance with the provisions stated hereunder.

**Article 1 Purpose of the Agreement**

1.1 The Parties wish to cooperate on a research and development project in field of XXXX and to regulate their mutual rights and obligations stemming therefrom in a written form.

**Article 2 Area of the Joint Research**

2.1. The parties hereto will jointly conduct the following research project (hereinafter referred to as the “Joint Research”). Title of the Joint Research: **X**

2.2. Objects of the Joint Research:

(1) X

**Article 3 Period and Completion of the Joint Research**

3.1 If the proposal is accepted, the Joint Research shall be carried out from **2022.01** to **2023.12**.

3.2 The Joint Research shall finish at the end of the period set out in Article 3.1 or prior to that date if A and B determine that the Joint Research is completed.

**Article 4 Joint Research Duty Allocation**

4.1. The type and scope of the work to be performed by each Party shall result from their respective funding authority notifications and the underlying request for allocation of funds (including the work plan). Both Parties shall be responsible for the implementation of its assigned tasks.

4.2. Both Parties agree to perform research activities under this agreement as described in the “Common proposal” form attached as Attachment n. 1 of this Agreement.

4.3 A and B state, that they shall independently file a grant project application with their national grant agencies to support their own share of research activities performed under this Agreement. A and B shall inform each other of the scope and contents of their grant project application.

**Article 5 Financial provisions**

5.1. A and B state, that they apply independently for national funding of their research activities under this project. A transfer of funds between both Parties is not expected.

**Article 6 Intellectual Property Rights**

6.1. For the duration and implementation of the project only, the Parties shall grant each other a non-exclusive, non-transferable, non-sublicensable, royalty free right of use to any inventions generated by them during the performance of the project as well as to industrial property rights filed by and granted to the respective Partner for these inventions.

6.2. Upon request, which must be made within 12 months after the project has ended, for further purposes each Party shall be granted a non-exclusive, non-transferable, non-sublicensable license on fair market conditions which shall be mutually agreed upon prior to the intended use. When assessing the fair market conditions, the necessary contribution of such a Party to the invention made in the framework of the cooperation shall be taken into consideration.

6.3. In the case of know-how and copyright protected works, including software, created during the performance of the Agreement by a Party, Section 7.1. and 7.2. shall apply correspondingly.

6.4. For Copyrights generated in performance of the project by employees of more than one Partner (so-called joint author rights), Section 7.1. and 7.2. shall apply correspondingly.

6.5. If during the performance of the Agreement already existing inventions or industrial property rights of one Party are required for the implementation of the project, a non-exclusive, non-transferable, non-sublicensable royalty free right of use shall be granted to the other Party provided that the granting Party is legally free to do so. Such right of use does not comprise the right to modification or further development of such inventions or industrial property rights.

6.6. In the case of copyright protected works and know-how created prior to the Agreement Section 7.5. shall apply correspondingly.

6.7. The Parties stipulate, that intellectual property they wish to define as Background is described in “Pre-existent knowledge” form attached as Attachment n. 2 of this Agreement.

**Article 7 Publication of Results**

7.1 Each party, if publicizing the results of the Joint Research to any third party during the term of the Joint Research, shall do so only after executing a written agreement with the other party.

7.2 Each party, if publicizing the results after the conclusion of the Joint Research, will do so only after the parties have conferred on this matter.

**Article 8 Confidentiality**

8.1. The Parties shall keep in confidence for the duration and after the termination of the project the other Parties technical or business information which was declared as confidential, and shall not disclose such information to third parties without the prior written consent of the respective Party. Both Parties agree to protect confidential information with due care and not to disclose it to any third Party unless written permission issued by the disclosing Party is obtained. Confidential information shall only be available to employees, agents and contractors of the receiving Party on a need to know basis.

8.2. The obligations agreed in Section 9.1. shall not apply to any information which is:

- proven to have been known to the receiving Party prior to the time of its receipt pursuant to this Agreement; or

- in the public domain at the time of disclosure to the receiving party or thereafter enters the public domain without breach of the terms of this Agreement; or

- lawfully acquired by the receiving Party from an independent source having a bona fide right to disclose the same; or

- independently developed by an employee of the receiving Party who has not had access to any of the Confidential Information of the other party; or

- information provided to a government body, court or agency while following a legal duty to do so.

**Article 9 Rights to tangible assets**

9.1. The owner of the tangible assets created or procured during the course of the Project remain the property of the Party that created or procured them.

9.2. Tangible assets created or procured by both Parties together shall be mutually owned by both Parties with ownership shares corresponding to the shares of work or funds spent on such tangible assets.

**Article 10 Ownership, Use and Transfer of the Intellectual Property**

10.1 Intellectual property rights of the project cover all results obtained within the project. The IPR of common results will be shared by all parties concerned. The IPR of results obtained independently by one party without any assistance from the other party or obtained before or after the collaboration will belong to the respective party.

10.2 Authorship and acknowledgement in papers should be based on contribution to the project and decided in discussions involving all parties concerned. Before submitting any application for related intellectual property rights, one party should first consult with the other party and may proceed only after the other party has agreed without objection on the ownership of the IPR.

10.3 Without the written consent of both parties, none of the project’s common IPR may be transferred to any third-party.

10.4 The Parties shall agree for each individual case on the treatment of joint inventions (i.e. inventions in which employees of both Parties participate whose contributions to the invention cannot be registered separately by each Party as industrial property rights).

**Article 11 Liabilities**

11.1. Each Party undertakes to perform its work at its own risk and under its sole liability. In particular, each Party shall individually be responsible to comply with the terms and conditions of this agreement.

**Article 12 Final provisions**

12.1. This agreement is drawn up in English, which language shall govern all documents, notices, meetings, court/arbitral proceedings and processes relative thereto.

12.2. Nothing in this agreement shall be deemed to require a Party to breach any mandatory statutory law under which the Party is operating.

12.3. No rights or obligations of the Parties arising from this agreement may be assigned or transferred, in whole or in part, to any third party, without the other Parties’ prior formal approval.

Amendments and modifications to the text of this agreement require a separate written agreement to be signed between both Parties' authorized representatives.

12.4. No Party shall be entitled to act or to make legally binding declarations on behalf of the other Party. Nothing in this agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Parties.

12.5. Should any provision of this agreement become invalid, illegal or unenforceable, it shall not affect the validity of the remaining provisions of this 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.

12.5. This agreement is signed in 4 originals, with each Party receiving 2 originals.

**X**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Brno University of Technology, Antonínská 548/1, 60190 Brno, Czech Republic**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

prof. RNDr. Ing. Petr Štěpánek, CSc, rector