

RESEARCH COLLABORATION AGREEMENT

BETWEEN

CZECH TECHNICAL UNIVERSITY IN PRAGUE, FACULTY OF MECHANICAL ENGINEERING

AND

GE AVIATION CZECH S.R.O.

This Research Collaboration Agreement (the “**Agreement**”) is made on the dates set forth in the signature blocks below to be effective as of the date of the last Party to execute this Agreement (the “**Effective Date**”) by and between **CZECH TECHNICAL UNIVERSITY IN PRAGUE, FACULTY OF MECHANICAL ENGINEERING**, a technical university organized and existing under the laws of the Czech Republic (“**CVUT**”), and **GE AVIATION CZECH s.r.o.**, a limited liability company, organized and existing under the laws of the Czech Republic (“**GEAC**”) (CVUT and GEAC are also referred to individually as “**Party**” and jointly as “**Parties**”).

RECITALS:

- A) CVUT is interested in the acquisition and development of new knowledge and skills, including, but not limited to, the development of new educational programs, by research and experimental development activities in the aerospace sector, with particular reference to the development, testing and technology related to the area of new turboprop aircraft engines and innovative materials (collectively, the “**Research Project**”), as more particularly described in Recital G and set forth in the Scope of Work attached hereto as Schedule 1 and incorporated herein by this reference (the “**Scope of Work**”);
- B) CVUT is a technical university offering educational programs in multiple engineering fields as well as research, development, artistic and other activities in many fields of engineering, including the aerospace sector;
- C) GEAC is the turboprop division of GE Aviation, a world-leading developer and provider of turboprop aircraft engines and related components and systems (“**Engine Products**”), and is a technologically advanced firm with leadership in the field of Engine Products;
- D) GEAC possesses certain technical expertise, know-how, data and skills especially with respect to the development of Engine Products that are fundamental for the implementation and accomplishment of the Research Project;
- E) The Parties are interested in collaborating on the Research Project in the field of Engine Products as contemplated in this Agreement, with a view to exchange knowledge or technology, or to achieve a common objective based on the division of labor, jointly defining the scope of the collaborative project, contributing to its implementation, and sharing its risks, as well as its results;

F) the Research Project is of mutual interest and benefit to the both Parties and the collaboration between the Parties on the Research Project is consistent with CVUT's primary mission, which is education and advancement of knowledge and will be designed to carry out this mission; and

G) .

In consideration of the covenants contained in this Agreement, the Parties agree as follows:

ARTICLE 1 - DEFINITIONS

In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:

- 1.1 **“Additional Foreground Technology”** means all Foreground Technology resulting from the Research Project other than the Anticipated Foreground Technology.
- 1.2 **“Agreement”** means this research collaboration agreement and its Schedules.
- 1.3 **“Anticipated Foreground Technology”** means the Foreground Technology that the Parties currently (as of the Effective Date) anticipate will result from the Research Project, which is more particularly described in Schedule 3 attached hereto and incorporated herein by this reference.
- 1.4 **“Background Technology”** means all technology, know-how, inventions, data or information, and all pending and issued patents and other intellectual property rights thereto, that were either (i) developed or otherwise acquired by a Party prior to the Effective Date, (ii) initially developed or otherwise acquired by a Party outside of but during the term of the Research Project or (iii) which is not Foreground Technology as defined herein.
- 1.5 **“Research Project”** has the meaning assigned to such in Recital (A) above.
- 1.6 **“Contributions”** means the contributions, financial and non-financial to be provided by each Party under this Agreement, which are set forth in Schedule 2 attached hereto and incorporated herein by this reference.
- 1.7 **“Effective Date”** has the meaning assigned to such in the preamble set forth above.
- 1.8 **“Engine Products”** has the meaning assigned to such in Recital (C) set forth above.
- 1.9 **“Equipment”** means the equipment required for the Research Project, including but not limited to test engines, tooling and instrumentation, to be acquired by a Party in connection with the performance of their obligations relevant to the Research Project as set forth in the Scope of Work.
- 1.10 **“Excepted Foreground Technology”** means certain Foreground Technology to be created hereunder for which GEAC may provide an Option Notice prior to or after its creation such that a summary by CVUT is not required.

- 1.11 “Foreground Technology”** means all technology, know-how, inventions, data or information, and all pending and issued patents and other intellectual property rights thereto, that is (a) initially created or otherwise acquired specifically for the Research Project jointly by the Parties, or (b) created or otherwise acquired specifically for the Research Project by CVUT solely or GEAC solely, during the Research Project. An estimate of the Foreground Technology which the Parties may create or acquire during the Research Project is set forth in the Schedule 3 attached. The Parties acknowledge and agree that the list set forth in the Schedule 3 is preliminary, non-binding and being used solely for purposes of facilitating the Parties joint estimates of value and Contribution requirements for purposes of the Research Project and that such schedule shall not in any way limit or expand the obligations of the Parties with regard to any Foreground Technology.
- 1.12 “GEAC Engine Specific Information”** means information, data or knowledge that specifically pertains to any engine developed or produced by GEAC or any affiliate of GEAC and includes, for example, engine and component designs, engine performance data, engine and component specifications and test conditions and data.
- 1.13 “Milestones”** means the key milestones for the Research Project as identified in the Scope of Work.
- 1.14 “Proprietary Information”** means (i) Foreground Technology, (ii) information or data which is exchanged between the Parties in relation to the Research Project and which is (a) disclosed in tangible or electronic form and marked as proprietary or confidential with a suitable legend; or (b) disclosed in intangible form, such as by oral disclosure or observation, and is identified as proprietary or confidential at the time of disclosure and, within thirty (30) days of such initial disclosure is summarized in a writing which is marked as proprietary or confidential with a suitable legend, and (iii) GEAC Engine Specific Information
- 1.15 “Recital(s)”** means the initial paragraphs (A) through (G) set forth above, the terms and conditions of which the Parties acknowledge and agree are an integral part of this Agreement.
- 1.16 “Records”** means files and books containing all data reasonably required for verification of the costs and contributions incurred by a Party in connection with the Research Project.
- 1.17 “Schedule(s)”** means individually and collectively, Schedule 1, Schedule 2 and Schedule 3 attached.
- 1.18 “Scope of Work”** means all the work to be carried out under this Agreement by each Party as described in Recital (A) above and set forth in Schedule 1 attached hereto and incorporated herein by this reference.
- 1.19**

1.20 “Subcontractor(s)” means individually and collectively, such subcontractor(s) of a Party that will perform any of the work set forth in the Scope of Work as mutually agreed and jointly approved by the Parties.

ARTICLE 2 – RESEARCH PROJECT

2.1 Commencement Date. The Research Project shall be carried out commencing on the Effective Date.

2.2 Milestones. The Parties agree to collaborate on the Research Project as detailed and mutually agreed in the Scope of Work and undertake their best effort (due professional care) to achieve the Milestones set forth therein. This Agreement defines the terms and conditions under which the Parties shall perform their obligations for the Research Project.

2.3 Allocation of Work. The tasks of each Party to be carried out under this Agreement are respectively allocated in the Scope of Work and each Party will provide sufficient resources, including, but not limited to personnel and support, as required to complete their obligations as set forth in the Scope of Work for the Research Project. All such resources shall be provided at the sole cost and expense of the responsible Party, except as otherwise expressly provided in this Agreement. CVUT may choose to perform any of its task(s) via Subcontractors subject to the provisions of Section 2.6 below.

2.4 .

2.5 Modifications to Scope of Work. The Parties may mutually agree to modify the Scope of Work from time to time in order to include more or less detail, as applicable, to account for any needed tightening of requirements, descriptions or otherwise on the basis of the objectives and the status of the Research Project. The Parties also agree to review the Scope of Work from time to time to ensure its compliance with applicable laws and their up to date official interpretation and to collaborate with each other to address any compliance related issues at such time as a Party identifies a compliance related concern.

2.6 Use of Subcontractors. Any subcontracting by a Party related to the Research Project shall require such Party’s Subcontractor to comply with the terms of this Agreement as well as all other applicable laws and regulations. Each Subcontractor shall be required to execute an acknowledgment in form and content satisfactory to the Parties acknowledging their consent and agreement to comply with the provisions of and grant the rights requested and required by Articles 4.5, 6, 7, 8 and 10.6 of this Agreement. Each Party further acknowledges and agrees that while subcontracting to Subcontractors is permitted hereunder, the subcontracting Party remains solely and exclusively liable to the other Party for its portions of the Research Project.

ARTICLE 3- CONTRIBUTIONS

3.1 .

3.2 .

3.3 **Records.** Both Parties will keep true and accurate Records for the Research Project.

3.4 .

ARTICLE 4 – PROGRAM MANAGEMENT

4.1 **Steering Committee.** Within thirty (30) days of the Effective Date, the Parties shall establish the Steering Committee to co-ordinate the Research Project. The chairperson of the Steering Committee will (i) arrange meetings of the committee, (ii) solicit requests for proposals for meeting agendas from the Steering Committee members and take into account all input from such members as to the meeting agenda, (iii) keep records of committee activity, prepare and distribute to committee members for review and approval draft minutes of each meeting, and (iv) distribute final meeting minutes to committee members. Steering Committee meetings may be conducted in person, by telephone, videoconference, or in any other manner as the Steering Committee may agree.

4.2 .

4.3 .

4.4 .

4.5 **Access.** CVUT agrees to provide and hereby grants to the Research Project Manager, and GEAC personnel involved in the Research Project (i) access to all locations and facilities of CVUT and its Subcontractors relevant to the Research Project as set forth in the scope of Work (such access to be only during normal working hours unless otherwise agreed by the Parties) as required to perform their obligations relevant to the Research Project and (ii) the right to use the Equipment in connection with the same. CVUT reserves the right to nominate an obligatory accompaniment person for any such access if there are security or other legal compliance related reasons that require an accompaniment person and to require written approval for the operation of any Equipment to ensure its safe and compliant operation.

ARTICLE 5 - RECORDS AND REPORTS

Each Party shall keep the other Party informed of the results obtained from its work (including the work of its Subcontractors) in connection with the Research Project and shall maintain and cause its Subcontractors to maintain records in sufficient detail to enable one skilled in the art to understand the nature of the work and properly reflect all material work done and results achieved in the performance of the Research Project (including all data in the form usually maintained by a Party). Nothing in this section will be deemed to obligate a Party or its Subcontractor to disclose its Background Technology, which disclosure is covered by Article 6 below.

ARTICLE 6 – INTELLECTUAL PROPERTY

6.1 **Ownership and Use of Background Technology.** Background Technology of each Party is and shall remain the sole property of the disclosing Party. Each Party may disclose its Background Technology to the other Party to the extent the disclosing Party deems

necessary for the Research Project and upon the request of the other Party, the disclosing Party shall promptly disclose such Background Technology to the other Party as the disclosing Party determines is required for the other Party to fulfill its then current obligations under the Research Project. Further, except as provided herein or otherwise authorized in writing, such Background Technology shall be used by the receiving Party only to the extent necessary for the purpose of the Research Project.

6.2 Representations. Each Party represents with respect to its Background Technology that it has or will obtain from its Subcontractors, as applicable, the legal power to extend the rights granted in this Agreement, as applicable, and that it has not made any commitments to others inconsistent with or in derogation of such right.

6.3 Other Rights. No rights are granted or implied to either Party by this Agreement under any information or patent or other intellectual property right other than as set forth in this Agreement. No provision of this Agreement shall be interpreted to limit or otherwise restrict a Party's or any Subcontractor's right to use its own Background Technology.

6.4 Ownership of Foreground Technology. Foreground Technology shall be owned solely by CVUT or its Subcontractors

ARTICLE 7 - CONFIDENTIALITY

Except as specifically authorized under this Agreement or as specifically agreed in writing by the Parties, during the term of the Research Project and perpetually thereafter, each Party agrees to maintain in confidence the Proprietary Information of the other Party and the Foreground Technology developed pursuant to this Agreement, using at least the same degree of care that the receiving Party uses to protect its own information of a like nature, but in any case not less than reasonable care. Except as provided in this Agreement, the receiving Party shall not disclose the Proprietary Information of the other Party or the Foreground Technology developed pursuant to this Agreement to any third parties without advance written authorization from the disclosing Party, except to its employees and representatives who have a need to know in order to accomplish the Research Project and have been required in writing to treat the Proprietary Information in a manner consistent with this Article 7. Except as provided in this Agreement, the receiving Party shall not use the Proprietary Information of the other Party or the Foreground Technology developed pursuant to this Agreement for its own benefit or for the benefit of any other party. Notwithstanding the provisions of this Article 7, a Party that owns Foreground Technology may disclose such Foreground Technology, not including the other Party's Proprietary Information, at its sole discretion; To the extent it is reasonably necessary or appropriate in connection with the Research Project and after written approval of the other Party, a Party may disclose Proprietary Information of the other Party or Foreground Technology to third-party contractors, consultants, suppliers, or service providers on a need-to-know basis, on condition that such entities or persons agree to keep the Proprietary Information or Foreground Technology confidential for the same time periods and to the same extent as such Party is required to keep the Proprietary Information or Foreground Technology confidential. In addition, GEAC may, to the extent reasonably necessary or appropriate in connection with the Research Project, disclose Proprietary Information received from CVUT or Foreground Technology to its employees, third-party contractors, consultants, suppliers, or service providers, and those of its affiliates, on a need-to-know basis, on condition that such entities or persons agree to keep the Proprietary Information or Foreground

Technology confidential for the same time periods and to the same extent as GEAC is required to keep the Proprietary Information or Foreground Technology confidential. The foregoing obligation not to disclose and the restrictions on the use of Proprietary Information shall not apply to Proprietary Information, or any part thereof, that (a) is known or available without restriction to the recipient prior to receipt from the other Party, (b) becomes known or available without restriction to the recipient from sources other than the other Party, (c) is or becomes part of the general public knowledge or literature other than as a consequence of a breach of the obligations under this Agreement, or (d) is, as demonstrated by written evidence, independently developed by employees or agents of the receiving Party who do not have access to the Proprietary Information of the disclosing Party.

ARTICLE 8–ACADEMIC PUBLICATION

- 8.1** One of the missions of CVUT is the generation of new knowledge and its dissemination for the public’s benefit. The Parties acknowledge that any output dissemination by any Subcontractors in relation to the Research Project shall be co-authored with CVUT and be subject to the provisions and procedures set forth in this Article 8.
- 8.2** After complying with Section 8.3, any employee or student of CVUT involved in the Research Project may, provided a Confidentiality Notice under Section 8.3 has not been given:
- 8.2.1** discuss work undertaken as part of the Research Project in CVUT seminars, tutorials and lectures;
- 8.2.2** publish in appropriate academic journals the results of the Research Project.
- 8.3** CVUT shall endeavor to submit to GEAC for review, a document containing the details of the disclosure as per Article 8.2.1 and/or a copy of the document to publish as per Article 8.2.2 at least sixty (60) days prior, but in any event CVUT shall submit such document to GEAC not less than thirty (30) days prior to submitting the proposed submission for publication or other disclosure. GEAC may, by giving written notice to CVUT (the “**Confidentiality Notice**”) within thirty (30) days after the receipt of such document or publication, require CVUT i) to delay the proposed publication and/or other disclosure for a period of up to of twelve (12) months after receipt of the Confidentiality Notice in order to allow GEAC or CVUT to seek patent or similar protection for material or process in respect of which it is entitled to seek protection, and/or ii) to delete from the publication and the other disclosure any GEAC Proprietary Information or any Foreground Technology comprising information that is considered competitively sensitive to GEAC, such as Foreground Technology specifically pertaining to GEAC Proprietary Information. If GEAC does not issue a Confidentiality Notice within the aforementioned time period, CVUT employee or student may proceed with the proposed publication and/or disclosure, provided that, whether or not it has received a Confidentiality Notice, no GEAC Proprietary Information may be published or disclosed.

ARTICLE 9 – REPRESENTATIONS

- 9.1 Each Party will conduct and cause its Subcontractors to conduct the Research Project in a professional manner and in accordance with all applicable laws, rules and regulations and that time is of the essence with regard to the performance of all obligations hereunder.
- 9.2 Each Party represents to the other that it is fully authorized to deal generally with and make an agreement respecting the subject matter of this Agreement.
- 9.3 Each Party acknowledges and agrees that they have jointly developed and reviewed this Agreement and are in agreement with regard to the terms and conditions hereof, including, but not limited to with regard to the Scope of Work, Contributions and Foreground Technology.

ARTICLE 10 –TERM AND TERMINATIONS

ARTICLE 11 – FORCE MAJEURE

A Party shall not be liable for failure to perform its obligations under this Agreement, nor be liable to any claim for compensation or damage, nor be deemed to be in breach of this Agreement, if such failure arises from an occurrence or circumstances that is caused by an event which is an act of God, act of government, war, fire, riot, terrorism, labor disturbances experienced by such Party or its subcontractors, including strikes and lock-outs, or any other event which constitutes a superior force and is beyond the reasonable control of a Party; and without any fault on the part of that Party and interferes with the performance of that Party's obligations; and which could not have been avoided by the Party using reasonable measures, will subject to the provisions of this Article 11, constitute an "Excusable Delay". Lack of financial resources will not be considered Excusable Delay. However, if the delay in performance is more than ninety (90) days, then the Parties shall discuss whether continuation of the Research Project is viable, or whether the Research Project and this Agreement should be terminated. The Party claiming Excusable Delay shall provide prompt notice to the other Party of such as soon as reasonably possible.

ARTICLE 12– INDEMNITY

Where a Party does not perform its contractual obligations, the non-breaching Party may have a claim for breach of contract. The non-breaching Party must give to the breaching Party a grace period of 30 (thirty) days to rectify the problem. If the breach has been not cured, the breaching Party shall be liable for, indemnify and hold harmless the non- breaching Party from and against all claims, demands, liabilities, damages, and expenses (including attorney's fees) arising out of the breaching Party's failure to perform its obligation in respect of its tasks. Neither Party shall be liable to the other Party for any indirect, incidental, consequential, special damages, including for loss of profit, revenues or income, loss of product, loss of business, reputation or opportunity, arising out of this Agreement.

ARTICLE 13 - NOTICES

- 13.1 All notices required or permitted to be given under this Agreement shall be in writing (including by e-mail) and addressed to the Parties respectively at the following addresses

For CVUT
FS, Technicka 4
16607 Praha 6
Czech Republic
Attn: Dean of Mechanical Engineering

For GEAC
Beranovych 65
Prague, 199 02
Czech Republic
Attn: General Manager and Executive

ARTICLE 14 - DISPUTE RESOLUTION

14.1 Amicable Resolution. In the event of any dispute, controversy or claim (“**Dispute**”), arising out of or in connection with this Agreement, either Party may serve a written notification to the other Party and the Parties shall make every effort to resolve the Dispute. If the Parties have not mutually agreed on the resolution of the Dispute within thirty (30) days following the date of written notification, the Parties will refer the Dispute to their respective leaders with authority to resolve such Dispute. In the event any Dispute cannot be amicably resolved by the Parties’ leadership within thirty (30) days thereafter, then either Party may proceed according to Article 14.2 below.

14.2 Dispute Resolution. All disputes arising out of or in connection with the present Agreement that cannot be settled amicably, shall be finally resolved by the Prague Court. A Party may at any time without inconsistency with this Article 14, seek from a court of competent jurisdiction any equitable, interim or provisional relief to avoid irreparable harm or injury.

ARTICLE 15 - APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the Czech Republic, without regard to its choice of law provisions.

ARTICLE 16 - MISCELLANEOUS PROVISIONS

16.1 Use of name. Neither Party will make a press release, statement, use the other Party’s trademarks or name, or issue any other marketing material in relation to the Research Project without the prior, written approval of the other Party.

16.2 Relationship between the Parties. It is expressly agreed that the relationship between the two Parties under this Agreement shall not constitute a partnership or agency of any kind. Neither Party shall have the authority to make statements, representations or commitments of any kind, or to take any action, which shall be binding on the other, without the prior written authorization of the Party to do so.

16.3 Amendment. This Agreement may be modified only by written agreement, excluding email, between the authorized representative of each Party.

16.4 Assignment. This Agreement inures to the benefit of and is binding upon the Parties, their respective successors in interest by way of merger, acquisition, or otherwise, and their permitted assigns, subject to the terms of this Section 16.4. Neither Party may assign its rights under this Agreement in total or in part to a third party without the prior written approval of the other Party. An assignment by a Party without the prior written consent of

the other Party is ineffective and void at the option of the non-assigning Party. For the avoidance of doubt, a Change in Control by a Party will be considered an assignment if the prior written consent of the other Party is not obtained to any such Change in Control. For purposes of this Agreement, a “Change in Control” means a change in ownership or control of 50% or more of the ownership interest in a Party, provided any change of ownership interest in GEAC amongst General Electric Company affiliates will not be counted in determining if there is a Change in Control for purposes of GEAC.

- 16.5 Entire Understanding.** This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof. All express or implied agreements and understandings, either oral or written, heretofore made are expressly merged in and made a part of this Agreement. If any of the provisions of this Agreement are determined to be invalid under applicable law, they are, to that extent, deemed omitted. The invalidity of any portion of this Agreement shall not render any other portion invalid.
- 16.6 Government Authorization.** Each Party shall be (i) the importer and/or exporter of record and (ii) responsible for obtaining any import or export license, exchange permit or other required governmental authorization relating to their respective obligations in connection with the Research Project as set forth in this Agreement. The Parties agree to cooperate with each other in connection with an application for any required export licenses to the extent such cooperation is required to obtain such license.
- 16.7 Taxes.** Each Party agrees to pay all taxes, duties, fees, charges or assessments (but excluding any income taxes) (collectively, “**Taxes**”) assessed or levied on and related to their obligations arising under the Scope of Work and in connection with this Agreement, which shall be in addition to such Party’s required Contribution. All Taxes shall be paid by the Party responsible for the payment of such directly to the governmental authority to whom such Taxes are owed.
- 16.8 Cooperation.** In the event of an inquiry or any investigation into the Research Project by a government or quasi-government authority with jurisdiction over the Research Project, the Parties agree to fully cooperate in connection with any such investigation.
- 16.9 No Waiver.** No waiver by either Party with respect to any breach, default, right, remedy or performance will constitute a continuing waiver of any other breach, default or any other right or remedy, unless such waiver is expressed in writing by the Party to be bound.
- 16.9 Change of Law.** The Parties shall in good faith renegotiate the terms of this Agreement if, due to a change to any laws applicable hereto that are mandatory and come into effect after the execution of this Agreement (including changes in its official interpretation) and as a result, the Parties are prevented or otherwise restricted from performing their obligations under this Agreement. In such event, the Parties shall cooperate with each other in good faith to replace the affected provision with a new provision which comes as close as possible to the affected provision with regard to the purpose and economic considerations of the Parties upon entering into this Agreement. For the avoidance of doubt, it is agreed that nothing in this Article shall grant to CVUT the right to invoke or claim an Excusable Delay other than as agreed in Article 11.

16.10 No State Aid. This Agreement is concluded pursuant to the Communication from The Commission- Framework for State aid for research and development and innovation (2014/C 198/01) (the “**Framework**”). This Agreement is concluded and shall be interpreted as the contractual basis for the effective collaboration between Parties within the meaning of the Framework. Pursuant to this Agreement no state aid is nor shall be granted by CVUT to GEAC in breach of Art. 107 to 108 of the Treaty on the Functioning of the European Union or otherwise. No State Aid is nor shall be granted pursuant to this Agreement and pursuant to this Agreement, CVUT carries and is permitted to carry out only non-economic activities within the meaning of the Framework.

16.11 Counterparts. This Agreement may be executed in two or more identical counterparts, each of which shall be deemed an original and all of which taken together shall be deemed to constitute the Agreement when a duly authorized representative of each Party has signed a counterpart.

ARTICLE 17–RESEARCH COOPERATION

17.1 Know-how transfer. GEAC agrees that GEAC will provide CVUT with necessary know-how, human resources and cooperation for their further development and use according to the Scope of Work and the terms of this Agreement.

The Parties have caused this Agreement to be executed in duplicate originals by their duly authorized representatives on the dates set forth below to be effective as of the Effective Date.

**CZECH TECHNICAL UNIVERSITY
IN PRAGUE, FACULTY OF
MECHANICAL ENGINEERING**

GE AVIATION CZECH, S.R.O.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____