

ARTICLES OF ASSOCIATION

of the National Centre for Industry 4.0

(“Articles of Association”)

Preamble

The National Centre for Industry 4.0 (hereinafter referred to only as the “Centre”) is an open platform connecting leading innovators from the ranks of universities, enterprises and other organisations, the aim of which is to jointly contribute towards development of Industry 4.0 in the Czech Republic. The Centre is a voluntary “umbrella” organisation. The Centre respects academic freedom and for this reason does not aim to dictate or restrict directions and fields of education, research and development of the individual partner organisations. The Centre aims to be the main creator and bearer of the technological visions of Industry 4.0 in the Czech Republic, to become an umbrella organisation for sharing and synergetic use of competences and research and development capacities, to participate in definition of the relevant fields of study and to help develop technologies for Industry 4.0 and their implementation in companies and to initiate and jointly create national policy for industrial digitisation.

I. Basic provisions

Article 1

Name, establishment and registered office, founders

1. The name is the National Centre for Industry 4.0 (the “Centre”).
2. The registered office of the Centre is the Czech Technical University in Prague, Czech Institute of Informatics, Robotics and Cybernetics - CIIRC, Jugoslávských partyzánů 1580/3, 160 00 Prague 6 - Dejvice (“CIIRC”).
3. The Centre was founded by the founding partners of the Centre listed below:
 - a) Main Founding Partners:
 - Czech Technical University in Prague, company ID number: 68407700, with registered office at Zikova 4, 166 36 Prague - Dejvice,
 - Brno University of Technology, company ID number: 00216305, with registered office at Antonínská 548/1, 601 90 Brno;
 - Siemens, s.r.o., company ID number: 002 68 577, with registered office at Siemensova 1, 155 00 Prague 13;
 - ŠKODA AUTO a.s., company ID number: 001 77 041, with registered office at tř. Václava Klementa 869, 293 01 Mladá Boleslav
 - Czech Chamber of Commerce, company ID number: 492 79 530, with registered office at Na Florenci 2116/15, Nové Město, 110 00 Prague 1;
 - JIC (South Moravian Innovation Centre), association of legal entities, company ID number: 711 80 478, with registered office at Purkyňova 649/127, Medlánky, 612 00 Brno;
 - Central Bohemian Innovation Centre, association, company ID number: 042 28 235, with registered office at Zborovská 81/11, Smíchov, 150 00 Prague 5;
 - Confederation of Industry of the Czech Republic, company ID number: 005 36 211, with registered office at Freyova 948/11, Vysočany, 190 00 Prague;

b) Founding Partners:

- ABRA Software a.s., company ID number: 250 97 563, with registered office at Jeremiášova 1422/7b, Stodůlky, 155 00 Prague;
- DEL a.s., company ID number: 242 84 734, with registered office at Biskupský dvůr 1146/7, Nové Město, 110 00 Prague 1;
- Festo, s.r.o., company ID number: 005 64 737, with registered office at Modřanská 543/76, 147 00 Prague 4;
- KUKA Roboter CEE GmbH, Registration number: FN 285885 w, with registered office at 4020 Linz, Gruberstraße 2-4, Republic of Austria (as the establishing authority of the organisational unit KUKA Roboter CEE GmbH, organisational unit, company ID number: 28495527, with registered office at Pražská 239, 250 66 Zdiby);
- SAP ČR, spol. s r.o., company ID number: 497 13 361, with registered office at Vyskočilova 1481/4, Michle, 140 00 Prague 4;
- SIDAT, spol. s r.o., company ID number: 005 38 264, with registered office at Zbrojnická 220/4, Střešovice, 162 00 Prague 6;
- Vysoká škola báňská – Technical University of Ostrava, company ID number: 61989100, with registered office at 17. listopadu 15/2172, 708 33 Ostrava – Poruba.

Article 2

Purpose and aims of the Centre

1. The Centre is established to support fulfilment of the aims of the national initiative Industry 4.0 and to support creation of the required research potential and transfer of knowledge to industry.
2. The Centre is not able to perform legal acts¹ and does not have legal subjectivity².
3. The collaborating universities involved in the activity of the Centre (“**Institutions**”) are those universities which operate a testbed for Industry 4.0 within their sphere of competence or the sphere of competence of their parts, compatible and connected with the testbed system at the CIIRC Czech Technical University in Prague and which are partners of the Centre according to these Articles of Association.
4. Institutions independently perform legal acts on the basis of these Articles of Association and in line with the purposes of the Centre and Section 20 para. 1, 2 of Act No. 111/1998 Coll., on universities, with which they acquire rights and undertake to meet obligations for the benefit of and on account of the Centre.
5. The main aim of the Centre is to contribute towards introduction of the principles of Industry 4.0 in the Czech Republic, in particular in small and medium-sized enterprises and to raise awareness of the concept of Industry 4.0 and Society 4.0, which was established by the government of the Czech Republic by means of its rulings of 24 August 2016 and 15 February 2017, and to provide information about technological solutions and the impact of technological progress on society.
6. Other aims of the Centre are
 - a) to ensure close collaboration between the academic and industrial spheres in the field in question, to stimulate exchange of experiences and good practice;

¹ The ability to perform legal acts is understood to be “legal capacity” in accordance with Act No. 89/2012 Coll., Civil Code.

² Legal subjectivity is understood to mean “legal personality” in accordance with Act No. 89/2012 Coll., Civil Code.

- b) to support education and tuition in the field of Industry 4.0, to connect education in the technical field and humanities and to support interdisciplinary research for the requirements of Society 4.0;
- c) to support creation of strategy and direction of Society 4.0 with respect to the research and development potential, the requirements of the industrial sphere and society and to present itself with this opinion on behalf of the Centre;
- d) to create a suitable environment for involvement by the Czech research and industrial sphere in establishing of a European infrastructure for advanced industrial manufacturing;
- e) to help conceive, develop and support optimal operation of the network of testbeds for Industry 4.0 at Institutions in the Czech Republic;
- f) to support transfer of know-how to the industrial sphere, including modern forms of spin-off and other innovations.

Article 3

Relationship of the Centre and Institutions and Institutions with each other

1. The Centre is a joint coordination body superior to the specialist coordination sites of the Institutions.
2. Agreements are concluded between Institutions, the subject of which is regulation of mutual relations arising from the coordination activity of the Centre and external presentation.
3. The Centre has its own internal bodies defined in these Articles of Association.
4. The Centre uses the infrastructure of testbeds for Industry 4.0 operated by the Institutions for its operation.
5. In order to extend the Centre to include additional Institutions, the consent of the Centre's Executive Committee to their partnership in the Centre is required, as is conclusion of separate agreements in line with art. 3.2 of these Articles of Association.

Article 4

Activity of the Centre

1. The Centre in particular fulfils its aims:
 - a) by creating conditions for experimental verification of resolution of technological topics and development of new solutions for Industry 4.0 within the framework of integrated testbeds and in relation to the specialist sites of the Institutions;
 - b) by providing access to the technical facilities of the Centre to students and teachers of the Institutions for development of pedagogical and educational activities;
 - c) by organising and co-organising conferences, practically-focused workshops, lectures, excursions, thematic visits and foreign missions regarding current issues in the field in question;
 - d) by organising specialist training courses in collaboration with Partners of the Centre;
 - e) by regular organisation of open days in testbeds at Institutions, popularisation of the fields in question as regards the professional and general public;

- f) by mediating specialist consultation at relevant sites across the Czech Republic or abroad with the aid of a gradually created joint information database;
 - g) by supporting direct and indirect participation by the Centre in national and international projects which strengthen research, development and innovation interaction between the academic and industrial sphere in the fields in question;
 - h) by supporting collaboration with other similar centres and testbeds abroad;
 - i) by supporting the activity of start-up accelerators;
 - j) by publishing an electronic information bulletin, thematic magazines and publications;
 - k) by organising thematic working groups;
 - l) by formulating standpoints regarding current issues in the field of Industry 4.0, formulation of recommendations for the public sphere;
 - m) by establishing and operating a Centre website, in particular containing up-to-date information about what is going on in the field in question, campaigns and events run by the Centre, projects which are running and conditions of partnership in the Centre.
 - n) by supporting transfer of knowledge in the academic and commercial sphere in the form of implementation of projects with application of Industry 4.0 technologies in manufacturing enterprises.
2. The principles of the activity of the Centre are described in the document “Principles of the activity of the National Centre for Industry 4.0”.

Article 5

Creation of partnership

1. Any legal entity which would like to participate in fulfilment of the aims and purposes of the Centre may become a Partner of the Centre.
2. This legal entity must at the same time:
 - a. be accepted by the respective body of the Centre as a Partner of the Centre,
 - b. accede to these Articles of Association and
 - c. pay the respective fee as specified in art. 2 Appendix No. 1 to these Articles of Association.
3. Other obligations for creation of partnership on the given level may ensue from the individual levels of partnership as specified in art. 6.
4. Partnership in the Centre is voluntary and there is no legal entitlement to this.
5. Main Founding Partners and Founding Partners which become partners on the Main partner level of partnership when these Articles of Association become valid and effective:
 - Czech Technical University in Prague, company ID number: 68407700, with registered office at Zikova 4, 166 36 Prague - Dejvice;
 - Brno University of Technology, company ID number: 00216305, with registered office at Antonínská 548/1, 601 90 Brno;
 - Siemens, s.r.o., company ID number: 002 68 577, with registered office at Siemensova 1, 155 00 Prague 13;

- ŠKODA AUTO a.s., company ID number: 001 77 041, with registered office at tř. Václava Klementa 869, 293 01 Mladá Boleslav;
 - Vysoká škola báňská – Technical University of Ostrava, company ID number: 61989100, with registered office at 17. listopadu 15/2172, 708 33 Ostrava – Poruba.
6. Main Founding Partners which become partners on the National Partner level of partnership when these Articles of Association become valid and effective:
- Czech Chamber of Commerce, company ID number: 492 79 530, with registered office at Na Florenci 2116/15, Nové Město, 110 00 Prague 1;
 - JIC (South Moravian Innovation Centre), association of legal entities, company ID number: 711 80 478, with registered office at Purkyňova 649/127, Medlánky, 612 00 Brno;
 - Central Bohemian Innovation Centre, association, company ID number: 042 28 235, with registered office at Zborovská 81/11, Smíchov, 150 00 Prague 5;
 - Confederation of Industry of the Czech Republic, company ID number: 005 36 211, with registered office at Freyova 948/11, Vysočany, 190 00 Prague;
7. Founding partners which become partners on the Partner level of partnership when these Articles of Association become valid and effective:
- ABRA Software a.s., company ID number: 250 97 563, with registered office at Jeremiášova 1422/7b, Stodůlky, 155 00 Prague;
 - DEL a.s., company ID number: 242 84 734, with registered office at Biskupský dvůr 1146/7, Nové Město, 110 00 Prague 1;
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 - KUKA Roboter CEE GmbH, Registration number: FN 285885 w, with registered office at 4020 Linz, Gruberstraße 2-4, Republic of Austria (as the establishing authority - KUKA Roboter CEE GmbH, organisational unit, company ID number: 28495527, with registered office at Pražská 239, 250 66 Zdiby);
 - SAP ČR, spol. s r.o., company ID number: 497 13 361, with registered office at Vyskočilova 1481/4, Michle, 140 00 Prague 4;
 - SIDAT, spol. s r.o., company ID number: 005 38 264, with registered office at Zbrojnická 220/4, Střešovice, 162 00 Prague 6.
8. The Main Founding Partners and Founding Partners which became partners on the respective level of partnership in compliance with art. 6 of these Articles of Association are entitled to exercise all rights and meet all obligations in accordance with these Articles of Association. The fee paid by the Main Founding Partners and Founding Partners to the Centre in accordance with Appendix No. 1 to these Articles of Association shall be regarded as having been settled in the period of the first three months from these Articles of Association coming into force.

Article 6

Levels of partnership

1. Individual levels of partnership in the Centre are:
 - a. Main Partner,
 - b. National Partner,
 - c. Partner,
 - d. Associated Partner,
 - e. Member,

f. Collaborating Partner.

All partners on all levels shall hereinafter be referred to as “Partner of the Centre”.

2. Differing rights and obligations are associated with individual levels of partnership.
3. In relation to fulfilment of the aims of the Centre as listed in Art. 4 point n), certain Partners of the Centre represent entities from the academic and commercial sphere whose know-how will be transferred to the industrial sphere in the form of implementation of Industry 4.0 projects on the basis of two-party or multi-party commercial arrangements between these partners and manufacturing enterprises. It is anticipated that this will in future lead to an increase in turnover and revenues for these partners in the field in question.
4. Only such an entity which associates entities with the same aim or for a common purpose and which is not established for the predominant purpose of making a profit may be accepted as a National Partner of the Centre.
5. A Collaborating Partner is not entitled to participate in the Board of Directors of the Centre or to be elected to any bodies or committees of the Centre. A Collaborating Partner only has the rights explicitly accorded to it in these Articles of Association.
6. The number of possible Main Partners, Partners and Associated Partners is limited. There may be at most six (6) Main Partners, ten (10) Partners and at most ten (10) Associated Partners.
7. If the maximum limit is reached on the respective level of Partners of the Centre, it is not possible to accept another Partner of the Centre on the given level until termination of the partnership of one of the Partners of the Centre on the given level.
8. A list of all Partners of the Centre is available on the Centre website.

Article 7

Rights and obligations of Partners of the Centre

1. The rights and obligations specified in this article and the rights and obligations arising from individual levels of partnership specified in Appendix No. 1 to these Articles of Association ensue from partnership in the Centre for individual Partners of the Centre.
2. A Partner of the Centre is entitled:
 - a) to participate in the activity of the Centre,
 - b) to be informed of the activity of the Centre and
 - c) to submit proposals, suggestions and comments on the activity of the Centre.
3. A Partner of the Centre is obliged:
 - a) to contribute towards fulfilment of the aims and purposes of the Centre,
 - b) to support acquisition of financial resources for fulfilment of the aims and purposes of the Centre,
 - c) to comply with the Articles of Association, internal regulations and decisions of Centre bodies,
 - d) to actively defend the interests of the Centre, comply with internal agreements and to not take any steps which are at variance with the interests of the Centre,

- e) to actively and regularly participate in the meetings of Centre bodies and contribute towards improvement of their work and
- f) to pay the fee specified in art. 2 of Appendix No. 1 to these Articles of Association ensuing from the individual levels of partnership duly and on time.

Article 8

Suspension and termination of partnership

1. Partnership shall be suspended:

- a) if a Partner of the Centre fails to pay the fee specified in art. 2 of Appendix No. 1 for the respective calendar year by the last day of the month of March in the respective calendar year, or if it has failed to provide performance pursuant to the agreement in the case of partners on the level of National Partner and Collaborating Partner;
- b) if a Partner of the Centre breaches these Articles of Association; the Board of Directors shall adopt a decision on the issue in question with an absolute majority of members of the Board of Directors present.

For the purposes of decision as to whether there is a quorum and the decision-making process of Centre bodies, a Partner of the Centre with suspended partnership shall be disregarded, and if this concerns a member of a body which decides on suspension or termination, such a Partner shall be excluded from voting.

2. If partnership in the Centre is suspended for the respective Partner of the Centre, they cannot exercise their rights as a partner. In such a case, the Board of Directors will decide:

- a) to remove the logo or profile of the Partner of the Centre from the official Centre website;
- b) to remove the logo of the Partner of the Centre from the marketing materials of the Centre;
- c) to remove the partner profile of the Partner of the Centre from the testbed;
- d) to remove the technology of the Partner of the Centre located on the premises of the testbed in relation to the activities of the Centre, this being at the cost of the Partner of the Centre;
- e) to provide additional deadlines for payment of fees for the services of the Centre and related benefits of partnership in the respective calendar year, whereas if such an additional deadline is provided, the Partner of the Centre shall be entitled to exercise its rights as a partner in accordance with these Articles of Association until expiry of the deadline;

3. Partnership is terminated:

- a) on dissolution of the Partner of the Centre without any legal successor;
- b) on the day following the date on which suspension of partnership has lasted for more than 3 months;
- c) by means of written notification by the Partner of the Centre delivered to the Director of the Centre;
- d) by decision of the Board of Directors in accordance with these Articles of Association.

4. In the event of suspension or termination of partnership, no entitlement shall be created for the Partner in the Centre to refunding of fees already paid for the right to Centre services and related benefits ensuing from partnership or to compensation for any amount thereof which has not been used. No Partner of the Centre is entitled to compensation for damage which may have been incurred by it through suspension or termination of partnership or termination of its rights pursuant to these Articles of Association.

II. Centre bodies

Article 9

Structure and accountability of Centre bodies

1. Centre bodies are:
 - a) Board of Directors,
 - b) Executive Committee,
 - c) Centre Manager,
 - d) Audit Committee.
2. Centre bodies are accountable for their activities as follows:
 - a) Members of the Executive Committee are accountable from their position to the Board of Directors;
 - b) Members of the Audit Committee are accountable for their activity to the Board of Directors.
 - c) The Centre Manager is accountable from his/her position to the Board of Directors.

Article 10

Board of Directors

1. The Board of Directors is the supreme body of the Centre.
2. The Board of Directors is made up of at most nine (9) Partners of the Centre.
3. Members of the Board of Directors are constituted by each Partner of the Centre on the Main Partner level of partnership and two (2) representatives on the Partner level and one (1) on the National Partner level, these being elected in accordance with art. 10 para. 10a) of these Articles of Association.
4. A member of the Board of Directors is represented at the meeting of the Board of Directors by a natural person authorised to act on behalf of the Member of the Board of Directors.
5. The term of office of members of the Board of Directors on the level of Partner and National Partner is three (3) years.
6. Each member of the Board of Directors is entitled to vote at meetings of the Board of Directors, to submit proposals, counter proposals and comments.
7. While voting at a meeting of the Board of Directors, each member of the Board of Directors has one vote.
8. The Board of Directors has a quorum:

- a) if an absolute majority of all members of the Board of Directors are present at the meeting and the Chair of the Board of Directors or Vice Chair of the Board of Directors is participating, or
 - b) if at least 2/3 of all members of the Board of Directors are present at the meeting.
9. The Board of Directors adopts decisions:
- a) on changes to the Articles of Association and proposal for dismissal of the Centre Manager with a three-quarter majority of votes of all members;
 - b) with a majority of votes of members present in all other issues.
10. The Board of Directors:
- a) elects two Partners on Partner level and one Partner on National Partner level with a simple majority of members of the Board of Directors present in accordance with art. 10 para. 3 and 4 of these Articles of Association without unnecessary delay after these Articles of Association become effective and also without unnecessary delay on expiry of the term of office of a Partner elected in this manner in accordance with art. 10 para. 5 of these Articles of Association and also always without unnecessary delay if at least one position in the Board of Directors is not filled by a Partner of the Centre on the level of Partner.
 - b) appoints and dismisses elected members of the Executive Committee;
 - c) appoints and dismisses members of the Audit Committee;
 - d) discusses the report by the Centre Manager on the activity of the Centre;
 - e) discusses the report of the Audit Committee on management of funds allocated to the Centre;
 - f) decides on issues of the other activities of the Centre by passing resolutions;
 - g) decides on acceptance of new Partners of the Centre on the level of Main Partner, National Partner and Partner;
 - h) decides to suspend or termination the partnership of Partners of the Centre;
 - i) decides on any possible transfer of unused rights;
 - j) proposes a candidate for Centre Manager and his/her dismissal to the director of the CIIRC;
 - k) decides on property-related and economic and financial affairs of the Centre;
 - l) discusses and approves changes to the Articles of Association, proposal for and change to the budget and proposal of an activity plan for the Centre;
 - m) discusses meeting of the approved budget;
 - n) establishes specialist groups in the Centre.
 - o) elects a Chair of the Board of Directors and Vice Chair of the Board of Directors from its midst, this being with a simple majority of votes of the members of the Board of Directors present at the first meeting of the Board of Directors. The term of office of the Chair and Vice Chair of the Board of Directors is one (1) year. If for any reason, the position of Chair or Vice Chair of the Board of Directors is not filled, the Board of Directors votes to elect a Chair or Vice Chair of the Board of Directors at the next meeting of the Board of Directors after the position of Chair or Vice Chair of the Board of Directors becomes vacant.
11. The Chair of the Board of Directors:

- a) prepares and leads meetings of the Board of Directors;
 - b) approves minutes of meetings of the Board of Directors;
 - c) performs other duties entrusted to him/her by the Board of Directors.
12. The Vice Chair of the Board of Directors performs activities entrusted to the Chair of the Board of Directors in the event of his/her absence or subject to agreement with him/her.
 13. Decisions of the Board of Directors made pursuant to these Articles of Association are always adopted in principle by means of a simple absolute majority of members of the Board of Directors present, unless explicitly determined otherwise in these Articles of Association. The Board of Directors is entitled to decide at its meeting in advance that specific decisions of the Board of Directors will be made *by correspondence voting*.
 14. Decisions of the Board of Directors relating to the property of public universities, employees, workers and co-workers of public universities, as well as the scope of activity of the Centre within the framework of public universities and participation by public universities in the activity of the Centre are subject to approval by the university in question. No Partner of the Centre is entitled to compensation for damage incurred by it as a result of non/approval of a decision. Without approval of the above-mentioned decisions by the public university in question, the respective decisions of the Board of Directors will not be effective.
 15. The sphere of competence of the Board of Directors includes any issue relating to the Centre, unless these Articles of Association explicitly entrust such an issue to the sphere of competence of a different body of the Centre.
 16. The Board of Directors meets at least once (1) every quarter. Announcement of the date, place and agenda for the meeting is performed by the Centre Manager at least 14 days before the meeting is held by sending an invitation to members of the Board of Directors by e-mail. The first meeting of the Board of Directors will take place without unnecessary delay, no later than three months from the date these Articles of Association become effective.
 17. Subject to written proposal by at least 2 members of the Board of Directors, the Centre Manager is obliged to convene a meeting of the Board of Directors within three (3) weeks of receipt of call to do so in order to discuss the proposed points on the agenda for the meeting.
 18. No remuneration is provided for performance of the position of member of the Board of Directors.

Article 11

Executive Committee

1. The Executive Committee is made up of permanent members and members elected by the Board of Directors.
2. The Executive Committee is made up of at most nineteen (19) Partners of the Centre.
3. Members of the Board of Directors are permanent members of the Executive Committee and there are at most nine (9) of them.
4. There are ten (10) appointed members of the Executive Committee. Members of the Executive Committee are appointed by the Board of Directors from Partners of the Centre on the National Partner and Partner level of partnership.

5. Each member of the Executive Committee is represented at the meeting of the Executive Committee by a natural person authorised to act on its behalf at the meeting of the Executive Committee.
 6. Each member of the Executive Committee is entitled to participate in meetings of the Executive Committee, to vote, to submit proposals, counter proposals and comments.
 7. The Executive Committee has a quorum if at least half of the members of the Executive Committee are present.
 8. The Executive Committee:
 - a) is led by the Centre Manager or person commissioned to do so by him/her;
 - b) implements the resolutions of the Board of Directors;
 - c) is entitled to make suggestions for points on the agenda for the meeting of the Board of Directors;
 - d) decides on acceptance of new Partners of the Centre on the level of Associated Partner, Member and Collaborating Partner;
- The Executive Committee is entitled to adopt decisions with an absolute majority of members present in issues determined for it by art. 11 para. 8 of these Articles of Association.
9. The Executive Committee meets regularly once (1) a month. Announcement of the date, place and agenda for the meeting is performed by the Centre Manager at least 14 days before the meeting is held by sending an invitation to members of the Executive Committee by e-mail. The first meeting of the Executive Committee will be held without unnecessary delay after the first meeting of the Board of Directors.
 10. No remuneration is provided for performance of the position of member of the Executive Committee.

Article 12

Centre Manager

1. The Centre Manager manages the activity of the Centre. Only a natural person may be the Centre Manager.
2. The Centre Manager is appointed and dismissed by the Director of the Czech Technical University – CIIRC subject to proposal by the Board of Directors.
3. The Centre Manager is commissioned with management of the Executive Committee.
4. The Centre Manager is responsible for:
 - a) preparation and implementation of the activity plan for the Centre for the respective calendar year;
 - b) preparation of the budget for the Centre for the respective calendar year;
 - c) preparation of a report on the activity of the Centre in the respective calendar year;
 - d) updating the wording of the Articles of Association of the Centre;
 - e) application of the Articles of Association of the Centre;
 - f) preparation of other basic documents relating to the Centre;

- g) communication and relations of the Centre with the public.
5. The Centre Manager:
- a) prepares and leads meetings of the Executive Committee;
 - b) approves minutes of meetings of the Executive Committee;
 - c) coordinates the work of specialist groups in the Centre;
 - d) performs other duties entrusted to him/her by the Board of Directors;
 - e) submits proposal for a budget for the Centre for the following calendar year to the Board of Directors for approval no later than the month of October;
 - f) submits proposal for an activity plan the Centre for the following calendar year to the Board of Directors for approval no later than the month of November;
 - g) submits a report on the activity of the Centre and an overview of meeting of the budget for the past calendar year to the Board of Directors no later than the month of March;
 - h) keeps a list of Partners of the Centre on all levels of partnership;
 - i) ensures the running of the internal affairs of the Centre and its operation;
6. The Centre Manager is entitled to participate in meetings of the Board of Directors.

Article 13

Audit Committee

1. The Audit Committee is a body which is entitled to check economic management of funds allocated to the Centre.
2. The Audit Committee has three (3) members – natural persons. The Centre Manager may not be a member of the Audit Committee.
3. Members of the Audit Committee are appointed and dismissed by the Board of Directors.
4. Members of the Audit Committee elect a Chair of the Audit Committee from their midst to act on behalf of the Audit Committee.
5. The term of office of members of the Audit Committee is three (3) years.
6. The Audit Committee meets according to requirement, at least however once a year.
7. The Audit Committee is entitled to check both operational management of funds allocated to the Centre and also the economic and financial decisions of the Board of Directors. For this purpose, it is entitled to request written explanation.
8. The Chair of the Audit Committee submits a report to the Board of Directors on its checks on management of funds allocated to the Centre for the past fiscal year.
9. No remuneration is provided for performance of the position of member of the Audit Committee.

III. Provisions on economic management

Article 14

Financing the activity of the Centre

1. The activity of the Centre will be financed via
 - a) fees paid by Partners of the Centre for the services of the Centre and related benefits;
 - b) non-financial performance provided by Partners of the Centre in accordance with Appendix No. 1 to these Articles of Association;
 - c) additional activities of universities performed in compliance with the legislation to the benefit of the Centre;
 - d) fees for mediation and implementation of specialist consultation;
 - e) advertising fees;
 - f) donations;
 - g) other sources.

Article 15

Economic management of the Centre

1. Economic management of the Centre is governed by the approved budget for the Centre for the respective calendar year in line with the approved activity plan for the Centre.
2. Each Institution is responsible for transparent and balanced management of funds allocated by Institutions to the Centre.
3. Checks on the economic management of funds allocated to the Centre are performed by the Audit Committee.
4. The activity of Partners of the Centre does not lead to the creation of joint and several liability of individual Partners of the Centre on any level of partnership for debts arising from the activity of the Centre. The actions of any Partner of the Centre on any level of partnership in the affairs of the Centre must be performed in the own name and on the own account of the specific Partner of the Centre and this action only obliges this Partner of the Centre as regards any third party. The Partner of the Centre must draw the attention of any third party which it is negotiating with to this fact.

IV. Final provisions

Article 16

Transitional and final provisions

1. These Articles of Association, which constitute change to the Articles of Association of the Centre of 19 February 2018 (hereinafter referred to only as the “Original Articles of Association”) become valid and effective after their approval by the Steering Committee in accordance with the Original Articles of Association.
2. An integral part of these Articles of Association is constituted by Appendix No. 1 *Rights and obligations of Partners of the Centre ensuing from the level of partnership*
3. Issues not regulated for by these Articles of Association shall be governed by Act No. 89/2012 Coll. of the Civil Code and other generally binding legislation of the Czech Republic, in particular in relation to the Institutions by Act No. 111/1998 Coll., on Universities, as amended.

4. These Articles of Association and the relations arising from them shall be governed by Czech law. The courts of the Czech Republic have jurisdiction for resolution of disputes arising from these Articles of Association.

Appendix No. 1

Rights and obligations of Partners of the Centre ensuing from the level of partnership

Article 1

Rights ensuing from the level of partnership

1. A Partner of the Centre on the level of Main Partner is entitled
 - (i) to the following use of services of the Centre and benefits ensuing from partnership:
 - a) to subscribe to the electronic bulletin;
 - b) to participate in the working committees of the Centre;
 - c) the right to specialist consultation in the scope of thirty (30) hours per year;
 - d) to bring its customers at most ten times (10x) a year to an individual tour of a testbed;
 - e) to place its partner profile in the testbed and on the official website of the Centre – a video loop lasting at most two (2) minutes;
 - f) to gain five (5) tickets to all events organised by the Centre;
 - g) to publish its case studies in the electronic bulletin;
 - h) to use a logo with the wording “Main Partner of NCI4.0” (entitlement to a larger logo than other partners);
 - i) to present its video loop at Centre events if technically possible;
 - j) to participate in events organised by the Centre, focused on transfer of knowledge of Partners of NCI 4.0 in the form of implementation of projects in Industry 4.0 in manufacturing enterprises;
 - k) to participate in meetings of the Board of Directors in compliance with these Articles of Association;
 - l) to place its logo on the official website of the Centre;
 - m) to place its profile on the official website of the Centre;
 - n) to place its logo in the marketing materials of the Centre;
 - o) to organise a specialist seminar and event jointly with the Centre twice (2x) a year;
 - p) to be a member of the Board of Directors and Executive Committee.
2. A Partner of the Centre on the level of National Partner is entitled

- (i) to the following use of services of the Centre and benefits ensuing from partnership:
 - a) to subscribe to the electronic bulletin;
 - b) to participate in the specialist groups of the Centre;
 - c) the right to specialist consultation in the scope of twenty (20) hours per year; in the case of a National Partner, this consultation is limited to the non-commercial activity of the National Partner;
 - d) to bring its customers at most five times (5x) a year to an individual tour of a testbed; in the case of a National Partner, these tours are limited to the non-commercial activity of the National;
 - e) to place its partner profile in the testbed and on the official website of the Centre – a video loop lasting at most one (1) minute;
 - f) to gain three (3) tickets to all events organised by the Centre;
 - g) to publish its case studies in the electronic bulletin;
 - h) to use a logo with the wording “National Partner of NCI4.0”, or “Partner of NCI4.0”;
 - i) to present its video loop at Centre events;
 - j) to participate in events organised by the Centre, focused on transfer of knowledge of Partners of NCI 4.0 in the form of implementation of projects in Industry 4.0 in manufacturing enterprises;
 - k) to participate in meetings of the Board of Directors as a guest;
 - l) to place its logo on the official website of the Centre;
 - m) to place its profile on the official website of the Centre;
 - n) to place its logo in the marketing materials of the Centre;
 - o) to organise a specialist seminar and event jointly with the Centre once (1x) a year;
 - p) to be elected as a member of the Board of Directors and Executive Committee.

3. A Partner of the Centre on the level of Associated Partner is entitled

- (i) to the following use of services of the Centre and benefits ensuing from partnership:
 - a) to subscribe to the electronic bulletin;
 - b) to participate in the specialist groups of the Centre;
 - c) the right to specialist consultation in the scope of three (3) hours per year;
 - d) to gain one (1) ticket to all events organised by the Centre;
 - e) to publish its case studies in the electronic bulletin;
 - f) to use a logo with the wording “Associated Partner of NCI4.0”;
 - g) to present its video loop lasting at most thirty (30) seconds on the official website of the Centre;

- h) to participate in meetings of the Board of Directors as a guest;
 - i) to place its logo on the official website of the Centre; and
 - j) to bring its customers at most twice (2x) a year to an individual tour of a testbed;
4. A Partner of the Centre on the level of Member is entitled to the following free services of the Centre and benefits ensuing from partnership:
- a) to subscribe to the electronic bulletin;
 - b) to gain one (1) ticket to at most three (3) paid events organised by the Centre per year;
 - c) to participate in the specialist groups of the Centre;
 - d) the right to specialist consultation in the scope of three (3) hours per year;
 - e) to participate in meetings of the Board of Directors in compliance with these Articles of Association.
5. A Partner of the Centre on the level of Collaborating Member is entitled to the following services of the Centre and benefits ensuing from partnership:
- a) to subscribe to the electronic bulletin;
 - b) to gain two (2) tickets to all events organised by the Centre;
 - c) to contact participants in events organised by the Centre;
 - d) to place its logo on the official website of the Centre as a Collaborating Partner and
 - e) to place its logo in the marketing materials of the Centre as a Collaborating Partner.

Article 2

Obligations ensuing from the level of partnership

1. Partners of the Centre are obliged to always pay a fee to the Centre for rights ensuing from membership for the respective calendar year by 31 March of the given calendar year, unless determined otherwise by these Articles of Association, this being in the amount of (all amounts are stated excl. VAT):
- a) for the Main Partner, the amount of CZK 500,000, which will be paid in cash;
 - b) for the National Partner, performance of a non-financial nature in favour of the Centre in a value of at least CZK 50,000 according to agreement with the Centre Manager;
 - c) for the Partner, the amount of CZK 250,000, which will be paid in cash;
 - d) for the Associated Partner, the amount of CZK 100,000, which will be paid in cash;
 - e) for the Member, the amount of CZK 50,000, which will be paid in cash;
 - f) for the Collaborating Partner, performance of a non-financial nature in favour of the Centre in a value of at least CZK 50,000 according to agreement with the Centre Manager.

Without meeting of this obligation, it is not possible for Partners to exercise the rights pertaining to them as ensuing from these Articles of Association, in particular use of the services and benefits specified in art. 1 of Appendix No. 1. The aforementioned does not relate to performance specified in para. 1, point b) and f), where conditions may differ subject to agreement with the Centre.

2. Payment of the fee pursuant to these Articles of Association in return for the right to use services and enjoy the related benefits of partnership with the Centre on all levels of partnership takes place on the basis of individually arranged agreements concluded with the Partners of the Centre.
3. Unless the Board of Directors of the Centre decides otherwise, unused rights to services of the Centre and related benefits of partnership are not carried over for Partners to subsequent periods - on all levels of partnership, the right to use the services of the Centre and enjoy the related benefits of partnership relate only to the respective calendar year.
4. If, in accordance with these Articles of Association, any partnership rights are supposed to be created over the course of the calendar year, the scope of rights to use of services of the Centre and related benefits of partnership for any level of partnership may be arranged individually, usually with respect to the length of duration of these rights in the rest of the calendar year.
5. Exercising of rights to services of the Centre and related benefits of partnership may be limited, both on technical grounds (e.g. all of the tickets for a specific Centre event have been used) and also on grounds arising from Act No. 111/1998 Coll., on Universities. The method of limitation of exercising rights on all levels of partnership is determined by the Board of Directors. Determination of limitation of exercising partner rights will take into consideration the individual levels of partnership. No Partner of the Centre is entitled to compensation for damage incurred by it as a result of limitation of its rights pursuant to this paragraph.
6. Partners on any level of partnership which are public universities are not obliged to pay the fee for provision of rights pursuant to these Articles of Association and exercising of their partnership rights is not bound to settlement of the fee to the Centre.