

STATUTES

of the National Centre for Industry 4.0

(the “Statutes”)

I. Basic Provisions

Article 1

Name, foundation and seat

1. The name of the initiative is the National Centre for Industry 4.0 (the “**Centre**”).
2. The seat of the Centre is at Czech Technical University in Prague, the Czech Institute of Informatics, Robotics and Cybernetics – CIIRC, Jugoslávských partyzánů 1580/3, 160 00 Prague 6 – Dejvice (“**CIIRC**”).

Article 2

Purpose and status of the Centre

1. The Centre is founded in order to support the achievement of the objectives of the Industry 4.0 national initiative and to promote the creation of necessary research potential and the transfer of knowledge to industry.
2. The Centre has no capacity to perform legal acts¹ and does not have legal personality².
3. Cooperating higher education institutions involved in the work of the Centre (the **Institutions**) are such higher education institutions that operate, as part of their sphere of activity or within their individual units, testbeds for Industry 4.0, compatible with and connected to the testbed system of the CIIRC at the Czech Technical University in Prague, and are partners to the Centre pursuant to these Statutes.
4. Pursuant to these Statutes and in accordance with the Centre’s purpose and with Section 20 (1) and (2) of Act No. 111/1998 Sb., on Higher Education Institutions, the Institutions perform independent legal acts through which they acquire rights and assume obligations in favour of and at the expense of the Centre.

Article 3

Relationship between the Centre and the Institutions and among the Institutions

1. The Centre is a joint coordinating body that is superior to the expert workplaces at the Institutions.
2. The Institutions concluded agreements among them that regulate their mutual relationships arising from coordinating the Centre’s activities and their public actions.
3. The Centre has its own internal bodies as defined in these Statutes.
4. For its operations, the Centre uses the infrastructure of the testbeds for Industry 4.0 operated by the Institutions.
5. The Centre can be expanded to include additional Institutions subject to the Management Committee’s approval with their partnership in the Centre and subject to the conclusion of separate agreements pursuant to Article 3.2 hereof.

¹ Capacity to perform legal acts means “legal capacity” pursuant to Act No. 89/2012 Sb., the Civil Code.

² Legal personality means “legal personality” pursuant to Act No. 89/2012 Sb., the Civil Code.

Article 4

Objectives of the Centre

1. The Centre's main objectives are to contribute to the introduction of the principles of Industry 4.0 in the Czech Republic (especially in small- and medium-sized enterprises), to raise awareness of the concept of Industry 4.0 and Society 4.0, which was established by the Government of the Czech Republic through its resolutions of 24 August 2016 and 15 February 2017, and to provide information on technological solutions and the impact of technological development on society.
2. The Centre's other objectives are to
 - a) ensure close cooperation between academia and industry in the area concerned, stimulate the exchange of experience and good practice;
 - b) support education and teaching in the area of Industry 4.0, establish links between technical and humanities education and interdisciplinary research for the purposes of Society 4.0;
 - c) support creating strategies and steering the development of Society 4.0, taking into account the R&D potential and the needs of industry and society, and to express this view on behalf of the Centre;
 - d) create a suitable environment for the participation of Czech research and industry in the European infrastructure for advanced industrial production that is being built;
 - e) help design, develop, interlink and optimally operate a network of testbeds for Industry 4.0 at the Institutions in the Czech Republic;
 - f) promote the transfer of know-how to industry, including modern forms of spin-off and other innovations.

Article 5

Activities of the Centre

1. The Centre accomplishes its objectives mainly through:
 - a) creating conditions for the experimental verification of technological solutions and the development of new solutions for Industry 4.0 within the integrated testbeds and in relation to the expert workplaces at the Institutions;
 - b) making accessible the Centre's technical facilities to students and teachers from the Institutions for the development of teaching and educational activities;
 - c) organising or co-organising conferences and practically oriented workshops, lectures, tours, thematic visits and foreign missions on current issues in the area in question;
 - d) organising professional training in cooperation with partners;
 - e) regularly organising open days at the testbeds at the Institutions, popularising the area in question towards both the professional community and the general public;
 - f) arranging expert consultations at relevant workplaces across the Czech Republic and abroad using a common information database that is being gradually built;
 - g) supporting the Centre's direct and indirect participation in national and international projects that enhance research, development and innovation interactions between academia and industry in the area in question;
 - h) supporting cooperation with other similar centres and testbeds abroad;
 - i) supporting the activities of start-up accelerators;
 - j) publishing an electronic information newsletter, thematic publications and collections of papers;
 - k) organising working thematic groups;

- l) formulating general opinions on current issues in the area of Industry 4.0; formulating recommendations to the public sector;
- m) establishing and operating the Centre's website, including – without limitation – latest information on developments in the area in question, the Centre's events, on-going projects, and the terms of partnership in the Centre.

Article 6

The foundation of the Centre; the terms and start of partnership

1. The Centre was started jointly by:

a) The Main Founding Partners:

- Czech Technical University in Prague, ID No.: 68407700, with registered offices at Zikova 4, 166 36 Prague – Dejvice,
- Brno University of Technology, ID No.: 00216305, with registered offices at Antonínská 548/1, 601 90 Brno;
- Siemens, s.r.o., ID No.: 002 68 577, with registered offices at Prague 13, Siemensova 1, 155 00;
- ŠKODA AUTO a.s., ID No.: 001 77 041, with registered offices at Václava Klementa 869, 293 01 Mladá Boleslav;
- Czech Chamber of Commerce, ID No.: 492 79 530, with registered offices at Na Florenci 2116/15, Nové Město, 110 00 Prague 1;
- JIC, an interest-based association of legal entities, ID No.: 711 80 478, with registered offices at Purkyňova 649/127, Medlánky, 612 00 Brno;
- Central Bohemian Innovation Centre, an association, ID No.: 042 28 235, with registered offices at Zborovská 81/11, Smíchov, 150 00 Prague 5;
- Confederation of Industry of the Czech Republic, ID No.: 005 36 211, with registered offices at Freyova 948/11, Vysočany, 190 00 Prague;

(hereinafter the “**Main Founding Partners**”).

b) The Founding Partners:

- ABRA Software a.s., ID No.: 250 97 563, with registered offices at Jeremiášova 1422/7b, Stodůlky, 155 00 Prague;
- DEL a.s., ID No.: 242 84 734, with registered offices at Biskupský dvůr 1146/7, Nové Město, 110 00 Prague 1;
- FESTO, s.r.o., ID No.: 005 64 737, with registered offices at Modřanská 543/76, 147 00 Prague 4;
- KUKA Roboter CEE GmbH, Registration No.: FN 285885 w, with registered offices at 4020 Linz, Gruberstraße 2-4, Republic of Austria (as the establishing entity – KUKA Roboter CEE GmbH, an organisational unit, ID no.: 28495527, with registered offices at Pražská 239, 250 66 Zdiby);
- SAP ČR, spol. s r.o., ID No.: 497 13 361, with registered offices at Vyskočilova 1481/4, Michle, 140 00 Prague 4;
- SIDAT, spol. s r.o., ID No.: 005 38 264, with registered offices at Zbrojnická 220/4, Střešovice, 162 00 Prague 6;
- VŠB – Technical University of Ostrava, ID No.: 61989100, with registered offices at 17. listopadu 15/2172, 708 33 Ostrava – Poruba;

(hereinafter the “**Founding Partners**”).

2. Partnership in the Centre is voluntary, a distinction is made between different levels of partnership, and partnership starts and ends under the terms specified in these Statutes.
3. The different partnership levels are:
 - a) Main Partner
 - b) National Partner
 - c) Partner

- d) Associated Partner
 - e) Member
 - f) Cooperating Partner
4. Only an entity that unites other entities pursuing the same goal and/or purpose and that has not been established for the major purpose of generating profit can become a National Partner.
 5. A Cooperating Partner of the Centre provides significant non-monetary performance in favour of the Centre for which it is entitled to rights and benefits explicitly recognized in these Statutes. The Cooperating Partner is exempt from the obligation to pay a fee to the Centre pursuant to these Statutes. A Cooperating Partner is not entitled to attend the General Meeting of the Centre or to be elected into any bodies and/or committees of the Centre. A Cooperating Partner has only rights explicitly recognized as such in these Statutes.
 6. Any entity can obtain partnership in the Centre at any level, as long as it meets all of the following conditions:
 - a) it is accepted as a Main Partner, National Partner, Partner, Associated Partner, Member or a Cooperating Partner,
 - b) it accedes to these Statutes in writing, and
 - c) it pays the relevant fee for the Centre's services and the related benefits under Article 7 of these Statutes.
 7. There is no legal entitlement to partnership in the Centre.
 8. Each level of partnership in the Centre is associated with different rights and obligations.
 9. The Main Founding Partners and the Founding Partners have no special rights unless otherwise stated in these Statutes.
 10. Upon the entry into force and effect of these Statutes, the following Main Founding Partners and the Founding Partners become partners at the Main Partner partnership level:
 - Czech Technical University in Prague, ID No.: 68407700, with registered offices at Zikova 4, 166 36 Prague – Dejvice,
 - Brno University of Technology, ID No.: 00216305, with registered offices at Antonínská 548/1, 601 90 Brno;
 - Siemens, s.r.o., ID No.: 002 68 577, with registered offices at Prague 13, Siemensova 1, 155 00;
 - ŠKODA AUTO a.s., ID No.: 001 77 041, with registered offices at Václava Klementa 869, 293 01 Mladá Boleslav;
 - VŠB – Technical University of Ostrava, ID No.: 61989100, with registered offices at 17. listopadu 15/2172, 708 33 Ostrava – Poruba.
 11. Upon the entry into force and effect of these Statutes, the following Main Founding Partners become partners at the National Partner partnership level:
 - Czech Chamber of Commerce, ID No.: 492 79 530, with registered offices at Na Florenci 2116/15, Nové Město, 110 00 Prague 1;
 - JIC, an interest-based association of legal entities, ID No.: 711 80 478, with registered offices at Purkyňova 649/127, Medlánky, 612 00 Brno;
 - Central Bohemian Innovation Centre, an association, ID No.: 042 28 235, with registered offices at Zborovská 81/11, Smíchov, 150 00 Prague 5;
 - Confederation of Industry of the Czech Republic, ID No.: 005 36 211, with registered offices at Freyova 948/11, Vysočany, 190 00 Prague.
 12. Upon the entry into force and effect of these Statutes, the following Founding Partners become partners at the Partner partnership level:

- Stodůlky, 155 00 Prague;
 - DEL a.s., ID No.: 242 84 734, with registered offices at Biskupský dvůr 1146/7, Nové Město, 110 00 Prague 1;
 - FESTO, s.r.o., ID No.: 005 64 737, with registered offices at Modřanská 543/76, 147 00 Prague 4;
 - KUKA Roboter CEE GmbH, Registration No.: FN 285885 w, with registered offices at 4020 Linz, Gruberstraße 2-4, Republic of Austria (as the establishing entity – KUKA Roboter CEE GmbH, an organisational unit, ID no.: 28495527, with registered offices at Pražská 239, 250 66 Zdiby);
 - SAP ČR, spol. s r.o., ID No.: 497 13 361, with registered offices at Vyskočilova 1481/4, Michle, 140 00 Prague 4;
 - SIDAT, spol. s r.o., ID No.: 005 38 264, with registered offices at Zbrojnická 220/4, Střešovice, 162 00 Prague 6.
13. The Main Founding Partners and the Founding Partners who have become partners at the relevant partnership level pursuant to Article 6 hereof are authorised to exercise all rights and fulfil all obligations under these Statutes. The fee of the Main Founding Partners and the Founding Partners in favour of the Centre pursuant to Article 7 of these Statutes is considered paid in the period of the first six month after the effective date hereof.
14. The Main Founding Partners are entitled to use the denomination “A Main Founding Partner of the National Centre for Industry 4.0”, abbreviated as “NCP4.0 Main Founding Partner”. Where under these Statutes a Main Founding Partner is entitled to use a logo with the text of “NCP4.0 Main Partner”, it can use a logo with the text of “NCP4.0Main Founding Partner”.
15. Founding Partners are entitled to use the denomination “A Founding Partner of the National Centre for Industry 4.0”, abbreviated as “NCP4.0Founding Partner of”. Where under these Statutes a Founding Partner is entitled to use a logo with the text of “NCP4.0 Partner”, it can use a logo with the text of “NCP4.0 Founding Partner”.

Article 7

Services and benefits to partners

1. A partner to the Centre at the Main Partner level has the right to receive
- (i) the following services of the Centre and benefits arising from partnership, free of charge:
 - a) receive the electronic bulletin;
 - b) participate in the Centre’s working committees;
 - c) receive an expert consultation of thirty (30) hours per year;
 - d) bring its customers up to ten times (10x) per year for an individual tour of the testbed;
 - e) place its partner profile at the testbed and on the Centre’s official website – a video loop with a maximum duration of two (2) minutes;
 - f) receive five (5) tickets to all events organised by the Centre;
 - g) publish its case studies in the electronic bulletin;
 - h) use a logo stating “NCP4.0 Main Partner” (the right to a larger logo than other partners);
 - i) present its video loop at the Centre’s events, if technically possible;
 - j) approach attendees at events organised by the Centre;
 - k) attend the Centre’s General Meetings in accordance with these Statutes;
 - l) place its logo on the Centre’s official website;
 - m) place its partner profile on the Centre’s official website;
 - n) place its logo in the Centre’s marketing materials; and

- (ii) the following paid services of the Centre according to the currently valid catalogue of services as approved by the Management Committee of the Centre:
 - a) organise an expert seminar and event jointly with the Centre twice (2) per year;
 - b) place its technology relevant to the objective and work of the Centre (beyond the technology used for the testbed technical solution) on the testbed premises (the costs associated with putting it in operation and training the operators are paid by the Main Partner). The scope of any technology placed on the testbed premises is subject to approval by the Centre’s Management Committee, following recommendations by the head of the relevant testbed.
2. A partner to the Centre at the Partner and National Partner levels has the right to receive
- (i) the following services of the Centre and benefits arising from partnership, free of charge:
 - a) receive the electronic bulletin;
 - b) participate in the Centre’s working committees;
 - c) receive an expert consultation of twenty (20) hours per year; for a National Partner, the consultation is limited to the non-commercial work of the National Partner;
 - d) bring its customers up to five (5) times per year for an individual tour of the testbed; for a National Partner, the tours are limited to the non-commercial work of the National Partner;
 - e) place its partner profile at the testbed and on the Centre’s official website – a video loop with a maximum duration of one (1) minutes;
 - f) receive three (3) tickets to all events organised by the Centre;
 - g) publish its case studies in the electronic bulletin;
 - h) use a logo stating “NCP4.0 Partner”, or the “NCP4.0 National Partner” as the case may be;
 - i) present its video loop at the Centre’s events;
 - j) approach attendees at events organised by the Centre;
 - k) attend the Centre’s General Meetings in accordance with these Statutes;
 - l) place its logo on the Centre’s official website;
 - m) place its partner profile on the Centre’s official website;
 - n) place its logo in the Centre’s marketing materials; and
 - (ii) the following paid services of the Centre according to the currently valid catalogue of services as approved by the Management Committee of the Centre:
 - a) organise an expert seminar and event jointly with the Centre once (1) per year;
 - b) place its technology relevant to the objective and work of the Centre (beyond the technology used for the testbed technical solution) on the testbed premises (the costs associated with putting it in operation and training the operators are paid by the Partner). The scope of any technology placed on the testbed premises is subject to approval by the Centre’s Management Committee, following recommendations by the head of the relevant testbed.
3. A partner to the Centre at the **Associated Partner** level has the right to receive
- (i) the following services of the Centre and benefits arising from partnership, free of charge:
 - a) receive the electronic bulletin;
 - b) participate in the Centre’s working committees;
 - c) receive an expert consultation of three (3) hours per year;

- d) receive one (1) ticket to all events organised by the Centre;
 - e) publish its case studies in the electronic bulletin;
 - f) use a logo stating “NCP4.0 Associated Partner”;
 - g) Present its video loop with a maximum duration of thirty (30) seconds on the Centre’s official website;
 - h) attend the Centre’s General Meetings in accordance with these Statutes;
 - i) place its logo on the Centre’s official website; and
- (ii) the following paid services of the Centre according to the currently valid catalogue of services as approved by the Management Committee of the Centre:
- a) bring its customers up to twice (2) per year for an individual tour of the testbed;
 - b) place its technology relevant to the objective and work of the Centre (beyond the technology used for the testbed technical solution) on the testbed premises for a period of one (1) year (the costs associated with installing and putting it in operation and training the operators are paid by the Associated Partner who placed the technology on the testbed). The scope of any technology placed on the testbed premises is subject to approval by the Centre’s Management Committee, following recommendations by the head of the relevant testbed.
4. A partner to the Centre at the Member level has the right to receive the following services of the Centre and benefits arising from partnership, free of charge:
- a) receive the electronic bulletin;
 - b) receive one (1) ticket to up to three (3) paid events organised by the Centre per year;
 - c) participate in the Centre’s working committees;
 - d) receive an expert consultation of three (3) hours per year;
 - e) attend the Centre’s General Meetings in accordance with these Statutes.
5. A partner to the Centre at the Cooperating Partner level has the right to receive the following services of the Centre and benefits arising from partnership, free of charge:
- a) receive the electronic bulletin;
 - b) receive two (2) tickets to all events organised by the Centre;
 - c) approach attendees at events organised by the Centre;
 - d) place its logo on the Centre’s official website as a Cooperating Partner; and
 - e) place its logo in the Centre’s marketing materials as a Cooperating Partner.
6. The partners’ rights to receive the Centre’s services and related benefits of partnership under this Article of the Statutes are conditional on the payment of a fee to the Centre, unless provided otherwise in these Statutes, or on the provision of substantial performance for these rights for the relevant calendar year, namely a fee of (all amounts are provided without VAT):
- a) CZK 1 000 000 for a Main Partner to be paid in monies or provided as substantial performance of the indicated value;
 - b) CZK 500 000 for a Partner to be paid in monies or provided as substantial performance of the indicated value;
 - c) CZK 200 000 for an Associated Partner;
 - d) CZK 30 000 for a Member;
 - e) for a Cooperating Partner, a non-monetary performance in favour of the Centre pursuant to a separate agreement.

7. A National Partner is exempt from the obligation to pay the fee for the Centre's services and related benefits of partnership and the exercise of rights by a National Partner is not conditioned by the payment of the fee for the Centre's services and related benefits of partnership.
8. At all levels of partnership, the payment of the fee or the provision of substantial performance for the rights to the Centre's services and related benefits of all levels of partnership takes place pursuant to individually negotiated agreements concluded with the Institutions. The subject matter of these agreements must be approved by the Centre's Management Committee.
9. Unless otherwise specified by the Centre's Management Committee, any unused rights to the Centre's services and related benefits of partnership are not transferred to subsequent periods – at all levels of partnership, the right to the Centre's services and related benefits of partnership always only applies to the relevant calendar year.
10. If, under these Statutes, partnership rights arise in the course of a calendar year, the scope of the rights to the Centre's services and associated benefits of partnership may be negotiated individually – for any level of partnership – mainly taking account of the duration of such rights in the remainder of the calendar year.
11. The exercise of the rights to the Centre's services and associated benefits of partnership may be restricted both for technical reasons (e.g. when the number of tickets available for the Centre's specific event has been used up) and for reasons arising from Act No. 111/1998 Sb., on Higher Educational Institutions. At all levels of partnership, the manner in which the exercise of rights is to be restricted is determined by the Management Committee. Any restriction imposed on the exercise of the partners' rights takes into account the different levels of partnership. No partner is entitled to compensation for damages incurred due to a restriction of its rights under this paragraph.
12. Partners at any level of partnership that are not business corporations under Act No. 90/2012 Sb. on Business Corporations, and/or that are not established for the main purpose of making a profit are not obligated to pay the fee for the rights granted under these Statutes, and the exercise of their rights as partners is not conditional on the payment of a fee to the Centre.

Article 8

Suspension and termination of partnership

1. Partnership is suspended if:
 - a) a partner fails to pay the fee for the Centre's services and related benefits of partnership for the relevant calendar year by the last day of March of the relevant calendar year, or if it fails to provide substantial performance agreed upon in a separate agreement; this does not apply to partners whose rights are not conditions by the payment of the fee for the Centre's services and related benefits;
 - b) a partner violates these Statutes, a decision of the Management Committee of the Centre or the Head of the Centre.

For the purposes of quorum and decision-making of the Centre's bodies, a partner whose partnership has been suspended is disregarded.
2. If a partner's partnership in the Centre is suspended, the partner cannot exercise its rights as a partner. In such a case, the Management Committee of the Centre may
 - a) decide to remove the partner's logo or partner profile from the Centre's official website;
 - b) decide to remove the partner's logo from the Centre's marketing materials;
 - c) decide to remove the partner's partner profile from the testbed;
 - d) decide to remove the partner's technology that has been placed on the testbed premises, at the expense of that partner;
 - e) decide to grant an additional period for the payment of the fee for the Centre's services and related benefits of partnership in the relevant calendar year, and if such additional period is granted, the partner may exercise its rights as a partner under these Statutes until the period expires.
 - f) decide on the termination of partner's partnership.

3. Partnership terminates:
 - a) if a partner ceases to exist without having a legal successor;
 - b) on the day following the date on which the duration of suspension of partnership exceeded 18 months;
 - c) by a partner's written notice delivered to the Head of the Centre.
 - d) by the decision of the Management Centre pursuant to Article 8 (2) f hereof.
4. In the event of partnership suspension or termination, the partner is not entitled to a refund of the fee already paid for the right to the Centre's services and associated benefits resulting from partnership or to any reimbursement of any unused of these services and associated benefits. No partner is entitled to compensation of damages caused to the partner by the suspension or termination of its partnership or the termination of its rights under Article 8 hereof.

II. Bodies of the Centre

Article 9

Structure and responsibilities of the Centre's bodies

1. The bodies of the Centre are:
 - a) Management Committee
 - b) General Meeting
 - c) Audit Committee
 - d) Head of the Centre
2. The bodies of the Centre are responsible for their activities as follows:
 - a) The Management Committee:
 - (iii) elected members are responsible for performing their function to the General Meeting;
 - (iv) permanent members are not responsible for performing their function.
 - b) The Audit Committee is responsible for its activities to the General Meeting.
 - c) The Head of the Centre is responsible for performing its function to the Management Committee.

Article 10

Management Committee

1. The Management Committee is the executive body of the Centre.
2. The Management Committee is composed of permanent members and members elected by the General Meeting.
3. The discharge of the office of a Management Committee member is not remunerated.
4. The permanent members of the Management Committee are the Main Founding Partners and the Founding Partners who are the Main Partners pursuant to Article 6 (10) hereof, and the Main Founding Partners who are the National Partners pursuant to Article 6 (11) hereof.
5. There are seven (11) elected members of the Management Committee. Elected members of the Management Committee are elected by the General Meeting from all partners at the Main Partner, National Partner, Partner, Associated Partner and Member partnership levels for a term of one (1) year. For the first term of one (1) year from the entry into effect of these Statutes, the Founding Partners who are the Partners pursuant to Article 6 (12) hereof will act as elected members of the Management Committee, i.e. there will be only six (6) elected members of the Management Committee during the first term.

6. At Management Committee meetings, each Management Committee member is represented by exactly one natural person who is authorised to represent it at the Management Committee meeting; unless the Management Committee member itself is a natural person.
7. Each Management Committee member has the right to attend Management Committee meetings, to vote, make proposals, comments and counterproposals. When voting at Management Committee meetings, each Management Committee member has the following number of votes:
 - a) five (5) votes at the Main Partner level;
 - b) three (3) votes at the Partner level;
 - c) two (2) votes at the Associated Partner level;
 - d) one (1) vote at the Associated Partner level;
 - e) one (1) vote at the Member level.
8. The Management Committee is quorate if permanent members of the Management Committee holding at least three quarters of all votes are in attendance.
9. The Management Committee:
 - a) elects the Chair and the Vice-Chair of the Management Committee from among the members of the Management Committee at its first meeting in the relevant calendar year;
 - b) proposes to the Director of CIIRC a candidate for the Head of the Centre;
 - c) discusses and approves amendments to the Statutes, the draft budget and changes to the budget, the draft plan of the Centre's activities;
 - d) discusses compliance with the approved budget;
 - e) decides on the approval of new partners at all levels of partnership;
 - f) decides on the suspension or termination of partners to the Centre;
 - g) decides on any transfer of unused rights;
 - h) approves the scope of technology places on the testbed premises by the partners pursuant to Article 7 of these Statutes;
 - i) decides – among other things – on asset-related, economic and financial matters of the Centre;
 - j) for the purpose of its activities, it may set up committees of the Management Committee;
 - k) sets up working committees of the Centre.
10. Decisions of the Management Committee that concern the assets of a public higher education institution, the employees, workers and collaborators of a public higher education institution, the scope of the Centre's activities within a public higher education institution or the participation of a public higher education institution in the Centre's activities are subject to the approval of the public higher education institution concerned. No partner is entitled to compensation for damages incurred due to the approval of/failure to approve a decision. Unless the above decisions are approved by the public higher education institution concerned, the relevant decisions of the Management Committee have no effect.
11. Any matter relating to the Centre falls within the remit of the Management Committee, unless these Statutes specify that the General Meeting, the Head of the Centre or any other body is responsible for the matter.
12. The Management Committee decides as follows:
 - a) on amendments to the Statutes by a three-quarters majority of the votes of all members of the Management Committee;
 - b) on key financial issues of the Centre and the admission of new Main Partners, National Partners, Partners and Associated Partners to the Centre by the consensus of all Main Founding Partners;

- c) in all other matters by a majority of the votes of the Management Committee members in attendance.
13. The Chair of the Management Committee:
- prepares and manages Management Committee meetings, unless the Head of the Centre is put in charge of this task;
 - approves the minutes of Management Committee meetings;
 - coordinates the work of committees of the Management Committee;
 - coordinates the work of the Centre's working committees, unless the Head of the Centre is put in charge of this task;
 - performs other tasks that have been assigned to the Chair by the Management Committee.
14. The Vice-Chair of the Management Committee stands in for the Chair of the Management Committee in the Chair's absence.
15. As a general rule, the Management Committee meets once (1) per month. The date, venue and agenda of the meeting are set by the Chair of the Management Committee, who convenes the Management Committee meeting. The announcement of the date, venue and agenda of the meeting are published no less than 14 days before the Management Committee meeting through an invitation on the Centre's official website and by e-mail sent to a contact person that each partner of the Centre designated for this purpose. The first Management Committee meeting will take place within thirty (30) days of the entry into effect of these Statutes and a candidate for the Head of the Centre will be proposed. At a Management Committee meeting, the Chair of the Management Committee appoints the rapporteur. Minutes are taken of Management Committee meetings. The rapporteur will prepare the minutes of a Management Committee meeting within 15 days from the end of the meeting and send the minutes – without undue delay – to all partners to the Centre that have the right to attend Management Committee meetings and to the Head of the Centre. The minutes are signed by the Chair of the Management Committee and the rapporteur.
16. Management Committee members may also decide on a draft decision outside Management Committee meetings. In such a case, no further proposals, counterproposals or comments may be made and no other rights may be exercised. The Head of the Centre will send the draft decision to Management Committee members. The draft decision will be sent to Management Committee members via e-mail sent to a contact person that each partner of the Centre designated for this purpose. The draft decision contains:
- the text of the draft decision and its justification,
 - a time limit of fifteen (15) days for the delivery of a Management Committee member's opinion, which commences upon the delivery to the Management Committee member,
 - supporting materials for making the decision – these may be provided separately in electronic form, as long as they are delivered to the Management Committee member no later than the delivery of the draft decision, or as long as the Management Committee member is provided with electronic access to them no later than the delivery of the draft decision.
- If a Management Committee member fails to deliver its opinion of the draft decision to the Head of the Centre, the draft decision may not be addressed in this form and will be included in the agenda of the next Management Committee meeting. Any decision outside Management Committee meetings may only be approved by a majority of the votes of all Management Committee members while observing Article 10 (12) a) and b) hereof. The same numbers of votes apply as specified in Article 10 (7) of these Statutes. The result of a decision outside Management Committee meetings, including the date of its approval, will be announced by the Head of the Centre without undue delay in the same manner as prescribed for convening a Management Committee meeting.
17. Upon a written request by at least one-third of the Management Committee members, the Chair of the Management Committee must convene a Management Committee meeting within three (3) weeks of the receipt of the request in order to discuss the proposed agenda items for the meeting. If the Chair of the Management Committee fails to convene a meeting within this time limit, any Management

Committee member may convene a Management Committee meeting – when convening the meeting, the relevant member proceeds in the same way as the Chair of the Management Committee pursuant to these Statutes.

Article 11

General Meeting

1. The General Meeting is the supreme body of the Centre.
2. The General Meeting is convened by the Head of the Centre at least once (1) per calendar year.
3. Every partner at the Main Partner, National Partner, Partner, Associated Partner and Member partnership levels has the right to attend General Meetings. At General Meetings, each partner is represented by exactly one natural person who is authorised to represent it at the General Meeting; unless the partner itself is a natural person.
4. Each partner has the right to vote, make proposals, comments and counterproposals at General Meetings.
5. When voting at General Meetings, each partner has one vote.
6. The General Meeting is quorate if an absolute majority of all partners is in attendance.
7. The General Meeting decides by a majority of the votes of the partners in attendance.
8. The General Meeting:
 - a) elects and dismisses the (elected) members of the Management Committee in accordance with these Statutes;
 - b) elects and dismisses the members of the Audit Committee in accordance with these Statutes;
 - c) discusses the Head of the Centre's report on the Centre's activities;
 - d) discusses the Audit Committee's report on the audit of the management of funds earmarked for the Centre;
 - e) may ask the Management Committee to discuss a proposal concerning the Centre's activities.
9. The date, venue and agenda of the General Meeting are set by the Head of the Centre. The announcement of the date, venue and agenda of the General Meeting are published no less than 30 days before the General Meeting through an invitation on the Centre's official website and by e-mail. The General Meeting does not need to be convened during the calendar year in which these Statutes come into effect. The General Meeting elects its Chair and rapporteur from among those in attendance. The General Meeting is managed by the elected Chair. Minutes are taken of the General Meeting. The rapporteur will prepare the minutes of the General Meeting within fifteen (15) days from the end of the General Meeting and send the minutes – without undue delay – to all partners to the Centre that have the right to attend General Meetings and to the Head of the Centre. The minutes are signed by the elected Chair of the General Meeting and the rapporteur.
10. Unless the General Meeting is convened at least once (1) in the relevant calendar year, except for the calendar year in which these Statutes came into effect, the Head of the Centre must – upon a written request by at least one-fifth of the partners that have the right to attend General Meetings – convene the General Meeting within three (3) weeks of the receipt of the request in order to discuss the proposed agenda items for the General Meeting. If the Head of the Centre fails to convene the General Meeting within this time limit, any partner that has the right to attend General Meetings may convene the General Meeting – when convening the General Meeting, the relevant partner proceeds in the same way as the Head of the Centre pursuant to these Statutes.

Article 12

Head of the Centre

1. The Centre's activities are managed by the Head of the Centre. Only an individual may be appointed the Head of the Centre.
2. The Head of the Centre is appointed by the Director of CIIRC upon a proposal by the Management Committee.
3. The term of office of the Head of the Centre is two (2) years.
4. The Head of the Centre is responsible for:
 - a) preparing and implementing the plan for the Centre's activities for the relevant calendar year;
 - b) preparing the Centre's budget for the relevant calendar year;
 - c) preparing the report on the Centre's activities in the relevant calendar year;
 - d) updating the text of the Statutes of the Centre;
 - e) exercising the Statutes of the Centre;
 - f) preparing other basic documents relating to the Centre;
 - g) the Centre's communication and relations with the public.
5. The Head of the Centre:
 - a) no later than October, submits the Centre's draft budget for the following calendar year to the Management Committee for approval;
 - b) no later than November, submits the draft plan of the Centre's activities for the following calendar year to the Management Committee for approval;
 - c) no later than March, submits to the General Meeting the report on the Centre's activities for the past calendar year;
 - d) keeps the list of partners to the Centre at all partnership levels;
 - e) is in charge of the Centre's operations and internal affairs;
 - f) performs other tasks that have been assigned to the Head of the Centre by the Management Committee.
6. The Head of the Centre may attend Management Committee meetings.
7. The Head of the Centre may be removed by the Director of CIIRC upon a proposal by a three-quarters majority of the votes of all Management Committee members.

Article 13

Audit Committee

1. The Audit Committee is a body that is authorised to audit the management of funds earmarked for the Centre.
2. The Audit Committee has three (3) members. The Head of the Centre and a Management Committee member may not be members of the Audit Committee.
3. The discharge of the office of an Audit Committee member is not remunerated.
4. Members of the Audit Committee are elected by the General Meeting.
5. Members of the Audit Committee elect a Chair of the Audit Committee from among themselves who will act on behalf of the Audit Committee.
6. The term of office of Audit Committee members is two (2) years.
7. For the first term of office from the entry into force of these Statutes, Audit Committee members are appointed by the Head of the Centre.
8. As a general rule, the Audit Committee meets three (3) times per calendar year.

9. The Audit Committee is authorised to audit both the operational administration of funds earmarked for the Centre, and the Management Committee's economic and financial decisions. For this purpose, it may request written explanations.
10. The Audit Committee may inspect the way in which accounting documents are kept for the funds earmarked for the Centre.
11. The Audit Committee submits to the General Meeting the report on the audit of the management of funds earmarked for the Centre for the relevant calendar year.

III. Provisions on Financial Management

Article 14

Financing the Centre's activities

1. The Centre's activities will be financed through
 - a) national and European projects;
 - b) fees paid by partners for the Centre's services and related benefits;
 - c) substantial performance provided by partners under these Statutes;
 - d) supplementary activities of higher education institutions that are carried out in accordance with legal regulations in favour of the Centre;
 - e) fees for arranging and implementing expert consultations;
 - f) fees for advertising;
 - g) donations;
 - h) other sources.

Article 15

Financial management of the Centre

1. The Centre's financial management follows the Centre's approved budget for the relevant calendar year in accordance with the approved plan of the Centre's activities.
2. Each Institution performs the operational administration of funds earmarked by the relevant Institutions in favour of the Centre and maintains accounting documentation for these funds.
3. Each institutions is responsible for the transparency and balance of the management of funds earmarked by the Institutions in favour of the Centre..
4. The Audit Committee audits the management of funds earmarked for the Centre.
5. Other issues relating to the Centre's financial management, including their allocation between the Institutions, are outlined in agreements pursuant to Article 3 (3) of these Statutes.
6. The work of the partners to the Centre does not constitute joint and several liability of individual partners to the Centre at any level of the partnership for debts resulting from the work of the Centre. Any acts concerning the matters of the Centre by any partner to the Centre at any partnership level are performed in the partner's own name and at the partner's own risk, and with respect to third parties, such acts are binding only on the given partner who shall notify thereof the third party.

IV. Final Provisions

Article 16

Force and effect of the Statutes

1. These Statutes come into force and effect upon the adoption of these Statutes by all Main Founding Partners and all Founding Partners.
2. These Statutes and relationships resulting from them are governed by the body of Czech laws. Courts having the jurisdiction over any disputes under these Statutes or in relation with them are the courts of the Czech Republic.