



Requirements for the Handling of Intellectual Property Rights and Rights to Works with Intangible Outputs

1. Copyrights

Unless expressly agreed otherwise in writing, the Supplier provides Škoda Auto a.s. exclusive, time, space, quantity, and content unlimited and transferable rights to use all the copyright created by the Supplier based on an order/contract concluded between the Supplier and Škoda Auto a.s. (hereinafter as the "Contract" only) or in connection with the performance of the subject matter of the Contract.

2 Software

If the Supplier provides Škoda Auto a.s. with software and it was not expressly agreed otherwise in writing, the Supplier shall transfer to Škoda Auto a.s. exclusive, time, area, quantity, and content unlimited transferable rights to the software created by the Supplier under the Contract or in connection with the performance of the subject matter of the Contract.

3 Other Intellectual Property and Know-How Rights

Other intellectual property rights and know-how created under the Contract or in connection with the performance of the subject matter of the Contract belong to Škoda Auto a.s., without prejudice to the right of authorship. The supplier hereby transfers these rights to Škoda Auto a.s., which accepts them and becomes their owner. If the Supplier obtains to its benefit the registration or granting of industrial rights, which under the Contract belongs to Škoda Auto a.s., it is obliged to transfer these rights to Škoda Auto a.s. without any delay.

4 Right to the Further Use of Provided Rights and Performance under this Contract

If the performance of this Contract leads to the creation of intellectual property, the Supplier shall be obliged to promptly notify Škoda Auto a.s. in writing and to provide it with all the documents related to such intellectual property.

The Škoda Auto a.s. Company is entitled, but not obliged, to use, disclose, process, modify, merge with other work, incorporate into complex works under its own right the rights provided per the Contract, including the performance provided per the Contract (including works with intangible outputs), grant sub-license to their use or transfer the right to exercise all the property rights to a third party.

The Škoda Auto a.s. Company is entitled to use the performance received from the Supplier under the Contract (including works with intangible outputs) for any purpose.

The Supplier is not entitled to use its performance provided to the Škoda Auto a.s. Company per the Contract. under this Contract (including works with an intangible output), nor to provide them to any third parties. The supplier is only authorised to use all materials (photographs, articles, etc., including unused materials) created in connection with the performance of this contract with the express prior consent of Škoda Auto a.s.

In the event of termination of the Contract, the Supplier must provide the Škoda Auto a.s. Company with all the material resulting from the performance of the Contract, while photographs must be in high resolution and texts in editable format or in the form of open print data.

5 Remuneration for Granting Intellectual Property Rights and Rights to Works with Intangible Outputs

Unless expressly agreed otherwise in writing, the price under the Contract includes remuneration for the provision of intellectual property rights and rights to works with intangible outputs that occurred in connection with the performance of the Contract.

6 Subcontracting the Performance

Subject to prior written approval, the Contractor is entitled to entrust the performance of its obligations to a subcontractor. If the Supplier fulfils its performance via its subcontractor, it shall be liable for its performance as if it were its own performance.

7 Obligations towards Collective Administrators

If required by the nature of the services contracted, the Contractor is obliged to meet all the obligations towards the collective administrators. The related costs are included in the total price per the Contract.

8 Liability for Defects

The Contractor is obliged to ensure that no rights of third parties, in particular intellectual property rights, are breached during the performance of the Contract.



The Supplier is obliged to ensure that any property claims of third parties are settled and the Škoda Auto a.s. Company faces no financial or other obligations to third parties in connection with the use of the performance per this Contract.

9 Third Party Intellectual Property Rights

Should the rights of third parties from intellectual property be used in the performance of the Contract or included in the Contract, the Supplier will inform immediately the Škoda Auto a.s. Company. The supplier shall obtain all permissions in order for Škoda Auto a.s. to use such intellectual property rights to the same extent in which the supplier provides its own rights to Škoda Auto a.s. under this article, i.e. essentially without territorial, time, quantitative or factual limits and with the possibility of transferring and modifying them. The costs of acquiring these rights are included in the total price per the Contract.

The Supplier is obliged to acquire intellectual property rights relating to the subject of performance under the Contract from its employees and subcontractors to the extent that the Supplier may grant these rights to the Škoda Auto a.s. Company to the extent set out in this Article.

10 Personality Rights

If personality rights are used in the performance of the Contract, the Supplier is obliged to obtain consent to their use to the extent that the Supplier can provide the Škoda Auto a.s. Company with the right to use the performance under the Contract to the extent specified therein.

11. Database

The supplier is obliged to keep all the databases that it has received from the Škoda Auto a.s. Company or acquired under the Contract for a period of five years from the completion of performance under the Contract and upon a written request of the Škoda Auto a.s. Company to hand them over to the Škoda Auto a.s. Company within ten working days. All data pursuant to this paragraph is the property of Škoda Auto a.s. The Supplier is only authorised to use the data pursuant to this paragraph for the needs of performing the Contract.