

Mandatory and non-exceedable rules for the use of CZECH.UP platforms in projects

CZECH.UP has developed and manages platforms such as CZECH.UP JukeBOX independently and apart from all external financing and liabilities. Therefore, it hereby sets unsurpassed rules for their use in partnership. Each partner who wants to use these platforms is obliged to respect these rules and otherwise to CZECH.UP unequivocally states that it will not participate in the cooperation. The JukeBOX platform (and other CZECH.UP platforms – meaning SW and other rights associated with it) in projects can be used ONLY and ONLY so that:

The issue of alienation

1. **CZECH.UP is an open association of** people and organizations that want to cooperate and jointly offer modern and affective services and expertise. Therefore, in order to work like this, he sets these rules.

Names, such as CZECH.UP JukeBOX we use in order not to use foreign protected brands. However, in the text of this request, we will mainly use short names such as JukeBOX, but we will mean the same designation. CZECH.UP is an open association that was established to collaborate on platforms and content and share it.

By using these platforms for the duration of the project, the implementation team can focus on the creation of content (a specific course for training) and its application in the target group. In this way, we recycle the already created modern means repeatedly and use them for sharing. By repeatedly using them, we help both participants, methodologists and creators, because the environment is familiar to them and they can focus on the content.

2. **Under no circumstances could there have been any mistake or intent to alienate this property.** In any project where the JukeBOX platform will be used or CZECH.UP LP operated on it **MUST NOT be an output of the SW project, nor must CZECH.UP commit**
 - a) to provide the platform free of charge in connection with the project outputs and after its completion. The provision of the platform during the duration of the project is possible if it does not allow another entity to use it in connection with its income without an agreement with CZECH.UP.
 - b) CZECH Platforms. UP can be used by members of CZECH.UP, according to an internal agreement. The aim of the agreement is to ensure a return on investment in the platforms and to cover the costs of running CZECH.UP and platform maintenance and LP.
 - c) It is absolutely impossible for anyone to parasitize on the work of CZECH.UP by using this or another platform without the permission of CZECH.UP and with a defined business prayer.
 - d) CZECH.UP will take such measures at its own expense to prevent such exploitation of the work of members of the Association.
3. Each application shall clearly indicate the text applicable to all parts of the application and outputs: **!!! All SW codes used in the project are in the 1exclusive ownership and administration of the open association for cooperation on i1novation CZECH.UP and their establishment are not related to the project, they are not an output of the project and they are not financed from the project. Their use for the duration of the project and for the scope of project financing CZECH.UP approved. For use after the**

end of the project, the payment for SW operation and its updates must be clearly defined. The project does not create any obligation that would be contrary to this text!!!

Issues of BRANDS and STAMPS

CZECH.UP labels its products with a name (brand) to identify in the text and conversation which product is being discussed.

However, because many marks are registered, based on a long discussion from 2021 attended by Josef Handl, Vít Skála, Antonín Vacek, Vladimír Němec and Pavel Nácovský, we use a designation that includes the owner – CZECH.UP and the name of the product – for example, JukeBOX. The full name is CZECH.UP JukeBOX.

In connection with the projects and the quality of the evaluators, EPMA comments that the evaluator does not find out that CZECH.UP is an association for innovation, not a commercial company, and that we prepare products in the sense of organizational recycling. The second observation is that the abbreviated title is more comprehensible to the reader in the text.

Therefore, we stipulate that in the text (e.g. grant applications, or in instructions) may be given a shortened version of the name (such as JukeBOX), but only if the text states

For names, they will be used in the text of the abbreviated version (without CZECH.UP). Therefore, a note will ALWAYS be included – see below. This is related to trademarks and also so that on all other materials, including the website, an appropriate and at the same time safe form of the name and brand could be used.. At the same time, it must be clear from the text that no code is part of the project and we are not obliged to provide it permanently free of charge:

Important message valid for the entire document: *If we use names like CZECH.UP JukeBOX – JukeBOX, CZECH.UP SCALE.UP – SCALE.UP and the like, then we mean the full version of the name. Our goal is not to use an abbreviated name to parasitize, for example, on a foreign registered trademark, or otherwise violate someone else's rights.

Issues of project and product communication

Outputs associated with CZECH.UP platforms **can – and must** present themselves uniformly in prepared communication tools and in accordance with the work of the CZECH.UP Media Group.

The project websites are maintained in the **project section of the czech-up.cz portal**. The project website is maintained in all partner languages. **Using an existing environment allows you to focus on your content** instead of having to develop new environments. At the same time, it allows individual LPs to promote each other.

After the end of the project, the output continues in the **product offer**. This is a separate part that allows you to use CZECH.UP's tools and services under agreed conditions and its partners. All available LPs for JukeBOX and other related services will be clearly located here. Such as, for example, mentor services and the like. Around each offer, the professional community and the community of users and those interested in cooperation on the development of specific LP's CZECH.UP JukeBOX will be supported.

Issues of project and product cooperation over CZECH.UP platforms

Association CZECH.UP creates a protected environment for partners who cooperate according to the rules and for the benefit of the platforms and the team of partners. On the contrary, it resists the attempt at looting, free-riding and opportunistic approach to cooperation, as follows:

Where cooperation rules are breached, the measures aim at a transparent approach that protects the cooperation of partners according to the rules. Ownership of the platform (for example, CZECH.UP JukeBOX), which is inalienable and its use is always primarily decided by the owner (Panatec s.r.o.) and secondly by CZECH.UP, even within the relevant management team, makes it possible to temporarily or permanently expel a partner who refuses to respect the rules and set the conditions for the renewal of the right. This exclusion or other measures ALWAYS apply to the project and other partners of the damager and its clients or customers. These identities are governed by the same rules that the damager uses.

Typical violations and solutions:

	description	example	sanction	solution
1.	Damages caused by hindering the development and application of the CZECH.UP platform, or its content	- Prevention of submitting an agreed request	<ul style="list-style-type: none"> - Invalidation for the period for which the project was to be implemented - Compensation of all partners concerned at the level of the budget - disclosure of the behavior of the damager, including as information for its potential partners and clients 	<ul style="list-style-type: none"> - Submission of a request for access to the course containing a true justification - proof of payment of damages - In the event that the request is not granted, the funds will not be returned - damager, its partners and clients will be permanently activated risk surcharge of 5,000 CZK per hour per person of work, or use of tools and K10 coefficient
2.	Damages resulting from an attempt to steal any part of the platform	- The damager develops the project with the partner, but then terminates the cooperation either before the application, after its submission, at	<ul style="list-style-type: none"> - permanent revocation of the right to use CZECH.UP tools for damager, its partners and clients - disclosure of the behavior of the damager, including as information for 	<ul style="list-style-type: none"> - Submission of a request for access to the course containing a true justification - proof of payment of damages - In the event that the request is not granted, the funds

		the time of implementation with the partner	its potential partners and clients	<p>will not be returned</p> <ul style="list-style-type: none"> - in the public documentation of CZECH.UP platforms an example will be given with full names and names of organizations as unfair conduct with information about permanent invalidation of the right - damager, its partners and clients will be permanently activated risk surcharge of 150,000 CZK per hour per person work, or use of tools and coefficient K100
3.	Damages caused by improper use of the visual of CZECH.UP platforms	<ul style="list-style-type: none"> - the damager shall indicate the platform or course in a form or context that is not clearly based on the visual, for example by stating the name CyberBOX EPMA, instead of CZECH.UP CyberBOX 	<ul style="list-style-type: none"> - access to the CZECH.UP platform will be invalidated for the damager for a period of 6 months from the rectification of the condition approved by Panatec - the damager shall provide on all its information channels a sincere apology approved by Panatec - the damager will pay all damages incurred to achieve the rules 	<ul style="list-style-type: none"> - Submission of a request for access to the course containing a true justification - proof of payment of damages - In the event that the request is not granted, the funds will not be returned - damager, its partners and clients will be permanently activated risk surcharge of 1,000 CZK per hour per person of work, or use of tools and coefficient K10
4.	The damager unlawfully presents	<ul style="list-style-type: none"> - Presentations or texts can 	<ul style="list-style-type: none"> - access to the CZECH.UP platform 	<ul style="list-style-type: none"> - Submission of a request for access

	tools or content of CZECH.UP	only be processed by the author, chief architect or Panatec-certified methodologist. This is not respected by the damager and presents the CZECH.UP platforms on social networks or seminars without authorization, or their content	will be invalidated for the damager for a period of 12 months from the rectification of the condition approved by Panatec <ul style="list-style-type: none"> - the damager shall provide on all its information channels a sincere apology approved by Panatec - the damager will pay all damages incurred to achieve the rules 	to the course containing a true justification <ul style="list-style-type: none"> - proof of payment of damages - In the event that the request is not granted, the funds will not be returned - damager, its partners and clients will be permanently activated risk surcharge of 1,000 CZK per hour per person of work, or use of tools and coefficient K10
5.	The damager unlawfully certifies persons or products related to tools or content of CZECH.UP	- only the Panatec certification authority can certify. This the damager does not respect and certifies unauthorized persons or CZECH.UP projects, or their content	- access to the CZECH.UP platform will be invalidated for the damager for a period of 10 years from rectification of Panatec-approved conditions <ul style="list-style-type: none"> - the damager shall provide on all its information channels a sincere apology approved by Panatec - the damager will pay all damages incurred to achieve the rules 	- Submission of a request for access to the course containing a true justification <ul style="list-style-type: none"> - proof of payment of damages - In the event that the request is not granted, the funds will not be returned - damager, its partners and clients will be permanently activated risk surcharge of 100,000 CZK per hour per person of work, or use of tools and a K50 coefficient
6.	The damager will be used in the context of activities related to the activities or platforms of CZECH.UP (including partners) of persons to whom CZECH.UP, Panatec, or a cooperating partner (excluding damagers)	- CZECH.UP prematurely terminates the contract with the employee and the damager uses it for a seminar, conference or projects where CZECH.UP's	- access to the CZECH.UP platform will be invalidated for the damager for a period of 24 months from rectification of Panatec-approved condition <ul style="list-style-type: none"> - the damager shall provide on all its information channels 	- Submission of a request for access to the course containing a true justification <ul style="list-style-type: none"> - proof of payment of damages - In the event that the request is not granted, the funds will not be returned

	terminated cooperation	outputs are used	a sincere apology approved by Panatec - the damager will pay all damages incurred to achieve the rules	- damager, its partners and clients will be permanently activated risk surcharge of 20,000 CZK per hour per person of work, or use of tools and K20 coefficient
7.	Violation of project rules	- For example, the selected coordinator did not disburse partner resources within more than 5 working days	- access to the CZECH.UP platform will be invalidated for the damager for a period of 24 months from rectification of Panatec-approved condition - the damager shall provide on all its information channels a sincere apology approved by Panatec - the damager will pay all damages incurred to achieve the rules	- Submission of a request for access to the course containing a true justification - proof of payment of damages - In the event that the request is not granted, the funds will not be returned - damager, its partners and clients will be permanently activated risk surcharge of 20,000 CZK per hour per person of work, or use of tools and K20 coefficient