

AGREEMENT ON SCIENTIFIC CO-OPERATION

between

PALACKÝ UNIVERSITY OLOMOUC

with quarters: Křížkovského 8, 771 47 Olomouc, Czech Republic

rector: prof. Mgr. Jaroslav Miller, M.A., Ph.D.

IČ: 61 98 95 92

DIČ: CZ 61 98 95 92

contact person:

[REDACTED]
(hereinafter referred to as **PU**)

and

PARTNER

Turkiye Sise ve Cam Fabrikalari A.S, a company incorporated and acting under the laws of the Republic of Turkey

with quarters: Icmeler Mah. D-100 Karayolu Cad. No: 44A 34947 Tuzla, Istanbul, Turkey

identification number: 0-8150-0344-7300016

represented by:

[REDACTED]
contact person:

[REDACTED]
(hereinafter referred to as **PARTNER**)

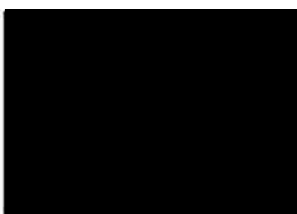
entered into pursuant to section 1746, para. 2 of the Act No. 89/2012 Coll, Civil Code

WHEREAS PU in its Joint Laboratory of Optics, of Palacky University in Olomouc and Institute of Physics of the Czech Academy of Sciences;

WHEREAS Research at PARTNER covers a wide range of designing, research and development, testing and producing of glass components. The common goal shared by scientist within PARTNER is to collaborate on improvement of durability of glass and optical elements surface properties.

WHEREAS the PARTIES wish to establish research co-operation and share the results of such co-operation;

NOW THEREFORE in consideration of above-mentioned premises the PARTIES agree as follows:





EUROPEAN UNION
European Structural and Investing Funds
Operational Programme Research,
Development and Education

MSMT
MINISTRY OF EDUCATION,
YOUTH AND SPORTS

ARTICLE 1 – DEFINITIONS

RESEARCH PROGRAMME shall mean the research and development of new optical materials including glasses and thin films, their advanced physical and chemical analysis as well as throughout testing of their mechanical durability and internal stability.

RESEARCH PROJECT shall mean the research project "Partnership in Research and Development of Imaging and Lightening Technologies and Optoelectronics for Optical and Automotive Indust" No. OP-VVV-ITI CZ.02.1.01/0.0/0.0/17_049/0008422, financed by Czech Ministry of Education, Youth and Sports.

INTELLECTUAL PROPERTY shall include all patents, copyrights, trade secrets, trademarks, inventions, ideas, know-how, technology, data and all other information relating to this RESEARCH PROGRAMME and its intellectual products.

PARTY shall mean any of the PARTIES to this Agreement as the case may be, and both of them when used in plural.

AFFILIATE shall mean any company, partnership or other entity, which directly or indirectly controls, is controlled by or is under common control with a PARTY where control means the direct or indirect power to exercise more than half of the voting rights of relevant company, the power to appoint more than half of the members of its supervisory board, board of management or bodies legally representing the company. **CONFIDENTIAL INFORMATION** shall mean RESEARCH PROGRAMME and its results, INTELLECTUAL PROPERTY including know-how and other industrial property of one of the PARTIES or its AFFILIATES and trade secrets or confidential information relating to the business affairs or finances of one of the PARTIES or its AFFILIATES coming legally into the possession of the other PARTY in relation to this Agreement.

EFFECTIVE DATE shall mean the date of the publication of this contract in the Register of Contract according to the conditions stated in the Article n. 10.

ARTICLE 2 - SCOPE OF THE AGREEMENT

2.1 Subject to the terms and conditions of this Agreement, it shall cover the following areas:

- establishment and performance of joint RESEARCH PROGRAMME.

2.2 PARTNER shall co-operate with PU on the activities that are subject of this Agreement pursuant to Article 2.1.



EUROPEAN UNION
European Structural and Investing Funds
Operational Programme Research,
Development and Education

MSMT
MINISTRY OF EDUCATION,
YOUTH AND SPORTS

- 2.3 During the term of this Agreement PARTNER will participate in research of physical and chemical properties of glass surfaces and optical thin films. Results of such activity will be shared between PARTNER and PU as part of the RESEARCH PROGRAMME.
- 2.4 PARTIES will jointly work on advanced characterization on mechanical and tribological properties of glass and thin films deposited on glass substrates. As well as simulation and analysis of the measured data.
- 2.5 The PU and PARTNER have agreed to execute research concerning improvement and testing of mechanical and tribological properties of glass and optical thin films, that is a part of the research programme "Partnership in Research and Development of Imaging and Lightening Technologies and Optoelectronics for Optical and Automotive Industry, carried out in the frame of the RESEARCH PROJECT financed by Czech Ministry of Education, Youth and Sports, i.e. from Managing body of Operational Programme RESEARCH, DEVELOPMENT AND EDUCATION.
- 2.6 Within PU, the task mentioned in the Article 2 of this Agreement shall be carried out in the premises of Joint Laboratory of Optics, of Palacký University in Olomouc and Institute of Physics of the Czech Academy of Sciences, Olomouc – Czech Republic.
- 2.7 The direction, management and implementation of this Agreement will be agreed upon by [REDACTED] (on behalf of PU) and [REDACTED] (on behalf of PARTNER) and approved by the management of Faculty of Science, Palacký University Olomouc and PARTNER.

ARTICLE 3 – EXPENSES

- 3.1 Each Party will cover its own expenses related to the performance of this Agreement.
- 3.2 Both Parties will make efforts to acquire further grant support of their common activities hereunder through new joint scientific projects.

ARTICLE 4 – INTELLECTUAL PROPERTY AND EXPLOITATION OF THE RESULTS

- 4.1. Each contracting party shall remain the owner of any inventions they made prior to the beginning of the collaborative project and of any intellectual property rights



EUROPEAN UNION
European Structural and Investing Funds
Operational Programme Research,
Development and Education



applied or granted therefore, as well as of any know-how they developed prior to the beginning of the research project.

- 4.2. The partners shall inform each other prior to the beginning and continually throughout the course of their collaboration, to the best of their knowledge and belief, about any pre-existing intellectual property rights and know-how as set forth in (4.1.) above to the extent that these are necessary for the performance of the project and/or the use of the results of their work, including information about whether and to what extent third parties are entitled to use such existing intellectual property rights and the respective partner is therefore limited in exploiting such rights.
- 4.3. To the extent that the partners' pre-existing intellectual property rights and know-how pursuant to (4.1.) above are necessary for the performance of the collaborative project and there are no adverse third party rights, the partners shall grant each other the free and non-exclusive rights of use limited to the term and purpose of the collaborative project.
- 4.4. The partners shall inform each other, to the best of their knowledge and belief, about any third-party intellectual property rights of which they are aware. To the extent that third-party intellectual property rights are necessary for the performance of the collaborative project and/or the use of the project results, the partners shall enter into a separate agreement.
- 4.5. "Project results" shall be any and all results, including reports and documentation, which the partners have developed during the performance of the research project including, but not limited to know-how, inventions, copyrighted results, software development and/or enhancements.
- 4.6. Any project results that are the result of contributions made exclusively by the employees of one partner shall be owned by that partner. Any project results to which employees of both partners have contributed shall be owned jointly by both partners. In the case of joint inventions, the partners, within the limitation periods for claiming such inventions set forth in the corresponding Employee Invention Act, shall come to an agreement about the application process and the bearing of costs, including the maintenance and defense of intellectual property rights, and said agreement shall be reduced to writing.
- 4.7. The partners shall grant each other the free, non-exclusive and non-transferable right of use to the project results for the term and purpose of the research project, and moreover – except for results protectable under intellectual property laws - for their own scientific purposes in research and teaching.
- 4.8. The partners may grant each other further rights of use subject to reasonable conditions in case agreed in writing.



EUROPEAN UNION
European Structural and Investing Funds
Operational Programme Research,
Development and Education



ARTICLE 5 – CONFIDENTIALITY

- 5.1 Subject to the provisions of Article 6 below, the PARTIES undertake to keep secret and protect from dissemination, publication or unauthorised use all CONFIDENTIAL INFORMATION. Each receiving PARTY agrees that during the term of this Agreement, it will not, except to the extent authorised by disclosing PARTY in writing, use for any purpose other than those described herein, or disclose or release to any third party, any CONFIDENTIAL INFORMATION of the other PARTY received or learnt during the performance of this Agreement. Each PARTY undertakes that during the term of this Agreement, it will not, except to the extent agreed by the PARTIES or allowed hereunder, use for any purpose other than those described herein, or disclose or release to any third party, any CONFIDENTIAL INFORMATION related to the RESEARCH PROGRAMME, especially any results thereof.
- 5.2 The above restraints on use, release, and/or disclosure shall not apply to information which:
- at the time of delivery or disclosure is known to the receiving PARTY;
 - at the time of delivery or disclosure or subsequent thereto is generally available to the public through no fault of the receiving PARTY;
 - subsequently after the time of delivery or disclosure is independently developed by an employee or agent of the receiving PARTY who does so without reference to or knowledge of the disclosing PARTY'S information;
 - subsequently after the time of delivery or disclosure becomes or is made available to the receiving PARTY by a third party having right to do so;
 - subsequently after the time of such delivery or disclosure is the subject of another agreement between the PARTIES hereto which permits use, release and/or disclosure;
- 5.3 Each of the Parties will grant access to CONFIDENTIAL INFORMATION to their employees, contractors and Affiliates only on a need-to-know basis and subject to a written confidentiality obligation binding them at least in the same extent as agreed hereunder. Each PARTY shall be responsible for any damage or loss caused by breach of confidentiality obligations by its employees, agents and Affiliates and other third parties that learnt any Confidential Information from such PARTY or through its breach, fault or negligence.
- 5.4 The PARTIES shall maintain the confidentiality obligations stated herein during the term of this Agreement, and during five (5) years after its termination or during the term of validity of the last patent, utility model or industrial property (including extensions or supplementary protection certificates) covering the results of the RESEARCH PROGRAMME, whichever will happen later.



EUROPEAN UNION
European Structural and Investing Funds
Operational Programme Research,
Development and Education



ARTICLE 6 – PUBLICATIONS

- 6.1 All oral or written disclosure, publication or communication made under the scope of this Agreement solely by personnel of PARTNER shall belong solely to PARTNER.
- 6.2 All oral or written disclosure, publication or communication made under the scope of the Agreement solely by personnel of PU belong solely to PU.
- 6.3 Any oral or written disclosure, publication or communication concerning INTELLECTUAL PROPERTY OR CONFIDENTIAL INFORMATION relating to the RESEARCH PROGRAMME and its results ("PUBLICATION") requires a prior written agreement of both PARTIES.
- 6.4 The PARTY which intends to release a PUBLICATION ("RELEASING PARTY") shall provide to the other PARTY a written summary or a full manuscript of such PUBLICATION at least three (3) months in advance of its release. The other PARTY shall have thirty (30) days from receipt of such summary or manuscript to agree to it in writing, propose amendments, or reject the release of the PUBLICATION. The PARTY rejecting a release shall inform the RELEASING PARTY in writing of the reasons for the rejection. If, within the thirty-day period, the RELEASING PARTY receives no written reaction, amendment or rejection, it shall be deemed that such PARTY agrees with the PUBLICATION and the RELEASING PARTY shall be free to publish such PUBLICATION.

Notwithstanding Article 6.6 below, in the event that a Patent, utility model or other Application is filed in accordance with ARTICLE 5 of this Agreement the publication of related results may be delayed until the priority period to file foreign extensions of this Patent lapses.

- 6.5 Notwithstanding the foregoing, each Party shall be permitted to publish the results it has undertaken in accordance with normal academic practice, subject always to the provisions of Article 6 above, and providing that such disclosure does not jeopardise any application for resulting INTELLECTUAL PROPERTY protection by any Party or the successful exploitation of resulting INTELLECTUAL PROPERTY. If a Party can reasonably demonstrate that such a disclosure contains material that would prejudice the value of any background INTELLECTUAL PROPERTY and/or resulting INTELLECTUAL PROPERTY, that Party shall inform the other Party in writing within twenty (20) working days of that Party receiving a copy of the proposed publication and in that event the



EUROPEAN UNION
European Structural and Investing Funds
Operational Programme Research,
Development and Education



disclosure shall be amended so as to meet the reasonable objections of that Party.

- 6.6 Subject to the provisions of Article 5 above, where a proposed publication contains patentable or commercially sensitive subject matter which needs protection, then the Party proposing to publish may be requested to refrain from doing so by the other Party for a maximum of three (3) months in order to allow for application for patent protection in the name and at the cost of that other PARTY if it is the owner of the resulting INTELLECTUAL PROPERTY. For the avoidance of doubt, the relevant Party agrees that it shall not unreasonably refuse such a request from the other Party for additional delay unless property rights would otherwise be lost.

ARTICLE 7 – FORCE MAJEURE

- 7.1 Neither PARTY shall be liable for failure in performance hereunder if occasioned by any cause beyond the control of the PARTIES, such as for example fire, flood, strikes, inevitable accidents, war, embargo, blockade, legal restrictions, governmental relations, etc.
- 7.2 The occurrence of the Force Majeure shall be notified to the other PARTY in writing within 10 working days and shall be verified by the respective chamber of commerce within further 10 working days at the latest. Each PARTY undertakes to do its utmost in order to re-establish conditions favourable for the performance of this Agreement and shall inform the other PARTY about steps it has taken. The term if this Agreement will be extended by the period the Force Majeure had lasted.

ARTICLE 8 – TERM OF THE AGREEMENT

- 8.1 This Agreement shall be valid for the length of the RESEARCH PROGRAMME under this Agreement or five (5) years from the EFFECTIVE DATE (whichever is the shorter) and can be extended by an amendment agreed and signed by both PARTIES.
- 8.2 This Agreement can be prematurely terminated by a written agreement of the PARTIES.
- 8.3 This Agreement may be terminated by a PARTY in the event that the other PARTY fails to perform its obligations in accordance with this Agreement. The termination shall become effective only three (3) months after the defaulting PARTY received a notice sent by registered mail to the defaulting PARTY by the



EUROPEAN UNION
European Structural and Investing Funds
Operational Programme Research,
Development and Education



terminating PARTY and provided that the defaulting PARTY has not, within this three (3) months period, remedied the breach or demonstrated a case of FORCE MAJEURE.

- 8.4 Termination of this Agreement for any reason shall not bring to an end the confidentiality obligations of the PARTIES hereto; and/or the rights and obligations (if any) of each PARTY under clauses 1, 4, 5, 6, 7, 9 and 10.

ARTICLE 9 – DISPUTES

- 9.1 In the event of any difference or dispute arising between the PARTIES hereto concerning the construction of this Agreement or its validity, the PARTIES shall first consult together in good faith and attempt to settle the matter amicably.
- 9.2 Any disputes relating to the interpretation, construction or validity of this Agreement shall be finally resolved by a court of the Czech Republic having subject-matter jurisdiction and being locally competent in accordance with the place of seat of PU.
- 9.3 Both PARTIES undertake to abide by and execute the final decision rendered by the court and court of appeal without delay.
- 9.4 The Agreement as well as the mutual obligations arising hereunder shall be exclusively governed by the provisions of the substantive law of the Czech Republic.

ARTICLE 10- GENERAL

- 10.1 The parties hereto acknowledge the fact that this agreement is subject to obligatory publication under the Czech Act No. 340/2015 Coll. On Special Conditions of Effect of certain Contracts, Publication of these Contracts and on the Register of Contract (Act on the Register of Contracts). The parties take note that this contract enters into effect at the moment of its publication in the register of contracts. PU, who shall ensure publication of the contract in the register of contracts, shall inform the PARTNER of its publication for with thereafter using the e-mail of contact person stated in the header hereof. The contractual parties undertake to refrain from provision of whatever performance hereunder prior to its effective date.
- 10.2 This Agreement constitutes the sole and entire understanding on the subject matter of the Agreement. No agreement or understanding shall be binding upon either PARTY hereto unless in writing signed by both PARTIES.



EUROPEAN UNION
European Structural and Investing Funds
Operational Programme Research,
Development and Education



- 10.3 Any changes or amendments to this Agreement shall be made in the form of a written numbered amendment agreed and signed by both PARTIES on one deed.
- 10.4 Shall any provision of this Agreement be or become illegal, invalid or unenforceable in any respect under the law of any jurisdiction, such provision shall be deemed to be severed from this Agreement. The remaining provisions will remain in full force in that jurisdiction and all provisions will continue in full force in any other jurisdiction.
- 10.5 This Agreement shall not be assignable by any of the PARTIES hereto, without prior written consent of the other PARTY.
- 10.6 This Agreement has been executed in 4 (four) counterparts, of which each of the PARTIES shall receive (two) counterparts.

IN WITNESS WHEREOF, the PARTIES hereto have caused this Agreement to be executed by their duly authorised representatives in a manner legally binding upon them.

For PU

By prof. Mgr. Jaroslav Miller, M.A., Ph.D.

Function: Rector

Signature

Date

08.03.2019

For PARTNER

Function:

Signature

Date

Function:

Signature

Date

25.02.2019