

ORIGINAL

MEMORANDUM OF UNDERSTANDING FOR RESEARCH COLLABORATION IN THE FIELD OF METAL PARTICLE PRODUCTION

between

INSTITUTE OF THERMOMECHANICS, Czech Academy of Sciences

and

INDUSTRIAL TECHNOLOGY RESEARCH INSTITUTE

For discussing future collaboration in the field of "Metal Particles on Demand", the Industrial Technology Research Institute, a Republic of China (R.O.C.) research organization located at 195, Section 4, Chung Hsing Road, Chutung, Hsinchu 31057 Taiwan, R.O.C. ("ITRI"), and the Institute of Thermomechanics of The Czech Academy of Sciences, a research institute located at Dolejskova 1402/5, 182 00 Praha 8, Czech Republic, EU, registered in The Czech Public Research Institution Register, ID No 61388998 ("IT CAS"), have agreed to sign the following agreement to establish the collaborative relationship under the principles of equality and mutual benefit. The agreement is as the following:

1. Joint Collaboration and Activities

Both parties agree to encourage and promote cooperation on the topic of "Metal Particle Production" by:

- (1) carrying out joint projects identified in the areas of mutual interests;
- (2) exchanging technical information and expertise in the research and development of industrial technology;
- (3) facilitating technical upgrading of scientists and engineers through exchanges of personnel on a mutually beneficial basis; and
- (4) exploring opportunities for cooperation in any other areas of mutual interests.

2. Exchange Program

IT CAS shall send one (1) scientist, Dr. Jiří Šonský, to ITRI for discussing the above topics in 2020. IT CAS's scientist shall be staying at ITRI for at least eight (8) weeks in each trip. ITRI undertakes to provide an appropriate working environment for the scientists in accordance with local Health and Safety legislation. The IT CAS shall instruct the scientist to follow the ITRI internal rules and to report any areas of concern to ITRI.

3. Fees

ITRI agrees to provide \$ 7,250 US for each trip of IT CAS Scientist (including taxes. All taxes will be borne by IT CAS and ITRI may deduct the said taxes, including any withholding taxes, on behalf of IT CAS from the payment) to IT CAS for traveling fees (transportation, accommodation, etc.) which may incur during the Effective Period defined in Article 8 of this Memorandum. ITRI will pay the

aforementioned fee against the invoice issued by IT CAS to ITRI according to the terms of payment stated in the invoice. If either party is prevented from or delayed in complying, either totally or in part, with any of the provisions of this Memorandum by reason beyond the reasonable control (i.e. Force Majeure Event) it shall not be liable to the other party for damages or losses.

4. Non-binding

Except for Article 2, 3, 6 of this Memorandum of Understanding, neither party hereto shall have any legal obligation to the other party with respect to any matter referred to in this Memorandum of Understanding, unless and until a separate written formal agreement implementing the principles herein specified has been executed by duly authorized representatives of the parties hereto.

5. Confidentiality

The parties expect and anticipate that under this Memorandum of Understanding, the IT CAS will share and send information related to the topic of "Metal Particle Production" presenting its background know-how which is confidential and/or proprietary. The parties shall enter into a separate written non-disclosure agreement that outlines the confidential information and prevents third parties from accessing it.

6. Intellectual Property Rights

Both Parties agree that Intellectual property rights (IPR) developed during the Joint Collaboration and Activities described in Article 1 of this Memorandum shall belong to the party whose employees developed the particular IPR as principle. Relevant details of IPR shall be determined by both Parties separately and set forth in a separate written formal agreement. The parties are permitted to publish outputs arising from Joint Collaboration and Activities in accordance with normal academic practice and research publication policies of both institutes involved. To ensure that the IPR are not compromised, however, any such publication shall be approved by both parties before its release.

7. Administrative Contacts

Whenever any notice is required or authorized to be given hereunder, such notice shall be given in writing. Any such notice, if sent by IT CAS to ITRI shall be addressed as follows:

ITRI

Attention: [REDACTED],

Phone: [REDACTED]

and if sent by ITRI to IT CAS shall be addressed as follows:

IT CAS

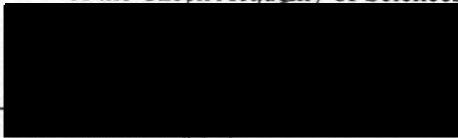
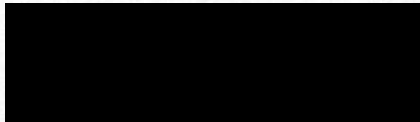
Attention: [REDACTED]

Phone: [REDACTED]

8. Effective Period

From January 17, 2020 to December 31, 2020. The undertakings regarding publication of outputs arising

from Joint Collaboration and Activities described in Article 6 will continue in force indefinitely.

<p>Institute of Thermomechanics of the Czech Academy of Sciences</p> <p></p> <p>Name: Dr. Jiří Plešek</p> <p>Title: Director</p> <p>Date: - 3 -03- 2020</p>	<p>Industrial Technology Research Institute</p> <p></p> <p>Name: Wu-Sheng Hu</p> <p>Title: Vice President & General Director Mechanical and Mechatronics System Research Laboratories</p> <p>Date: 2.20, 2020</p>
--	---