MEMORANDUM OF COOPERATION

between

**Centrum dopravního výzkumu, v. v. i.**

Líšeňská 33a

636 00 Brno, Czech Republic

Company identification number: 44994575
(hereinafter referred to as “Transport Research Centre”)

and

**North Carolina State University**
Centennial Campus Box 8601

Raleigh, NC 27695, USA

Company identification number (EIN): 56-6000756
(hereinafter referred to as “North Carolina State University”)

(each hereinafter individually referred to as “Party” and jointly as “Parties”)

**Purpose of the Memorandum of Cooperation**

The Parties are committed to promote a knowledge-based and high-impact value creation activity through collaborations in research and technology transfer area as well as through creating conditions for professional and expert growth by cooperation of the Parties.

The Parties hereby agree to promote the academic exchange and develop activities of mutual interest in accordance with their respective needs and objectives and shall, by joint agreement, determine the areas and subject of such cooperation.

**Subject of the Memorandum of Cooperation**

Transport Research Centre and North Carolina State University agree upon the following principles of cooperation:

Both institutions shall promote the exchange of information on their educational programs, research and technology transfer activities and areas of potential mutual research cooperation. Both institutions will promote the exchange of interns or staff.

Both parties agree to collaborate in the following relevant areas:

* Exchange of students and/or interns,
* Exchange of faculty and research staff,
* Exchange of technology and knowledge transfer professionals,
* Joint research activities incl. project proposal, publications,
* Sharing of information and opportunities related to entrepreneurship, intellectual property, research commercialization and Party-industry collaborations,
* Joint conferences, seminars, workshop, and meetings.

In case that specific exchanges of faculty, staff and students, research projects or commercialization projects are identified, it is to be determined through a separate Appendix or Annex to this Memorandum, which is to be written and signed by both parties.

The Technology Transfer Office in Transport Research Centre with a competent professional team can:

* support effective and useful research and development with economically applicable results,
* provide support and education to experts in the field of protection of intellectual property, business and managerial skills.

The Parties would like to cooperate in these main research directions – most interested in the direction of the Transport and Transport Buildings Diagnostics, Sustainable Research, including research on the quality inspection of Bridge and Road works and research on construction materials and in other topics: Connected and Autonomous Vehicles (CAVs), Teleoperation, Human factor, Psychology, Simulator Studies, Traffic Modeling, testing of Transport Infrastructure, research of Environment, Road Safety, Traffic Surveys and many others.

The Parties are committed to create joint platform, where Parties’ technologies and advanced services are showcased, and where also non-academic institutions (companies, potential investors etc.) can access or acquire Parties’ technologies or specialized services.

The Technology Transfer Office in Transport Research Centre is also ready to provide data sharing, experience and research in the field of specialized laboratories:

* Transport Infrastructure Laboratory – Accredited Laboratory,
* Environmental Laboratory – Accredited Laboratory,
* Traffic Signs Laboratory – Accredited Laboratory,
* Traffic Accidents Laboratory – In-depth Road Accident Analysis,

and other inventions created at Transport Research Centre.

**Intellectual Property Rights**

All intellectual property used in connection with any collaborative activity shall remain the property of the Party creating or inventing such intellectual property. Any intellectual property discovered, made or conceived in the further development of and/or performance of any collaborative activities shall be determined by the terms of specific research agreements negotiated by the Parties.

**Confidentiality Agreement**

Subject to and in compliance with each Parties’ applicable laws on public records, each of the Parties shall, for the term of this of the Memorandum of Cooperation and during the cooperation and three (3) years after end of cooperation, keep in strict confidence any and all confidential knowledge and information of a technical, research and commercial nature which the Parties make available to each other, where its confidential nature has been explicitly stated orally or in writing, or where the confidentiality clearly appears from the circumstances, hereinafter referred to as “Confidential Information”. If disclosed orally, Confidential Information shall be confirmed in writing and designated confidential and/or proprietary within thirty (30) days of such disclosure. Confidential Information includes knowledge and information which is not publicly known, and which is made available by the Party owning or controlling it for the purpose of fulfilling the objectives of this Memorandum, including, but not limited to software, inventions, patent applications, patents, know-how, results and any other intellectual property rights.

The Parties shall be bound to maintain confidentiality with respect to Confidential Information and shall ensure that no such Confidential Information is passed on to any unauthorized third party.

**Term of Memorandum of Cooperation**

This agreement shall remain in force for 5 years since from the date of the latest signature by the persons authorised to sign on behalf of a Party, with the understanding that it may be terminated by either party giving 6 months prior notice to the other party in writing.

Both institutions may at any time review this Memorandum and the actions taken under it. Modifications to this this agreement can be made only in writing by mutual consent.

This Memorandum of Cooperation has been written in two in English copies, signed by both parties. All the texts are equally authentic.

**Signatures**

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| On behalf of **Transport Research Centre** | On the behalf of **North Carolina State University** |
| Date: Place: Brno | Date:Place: |  |
| Ing. Jindřich Frič, Ph.D.Director |  | Dr. Heidi HobbsInterim Senior Vice ProvostOffice of Global Engagement |