

# Cooperation Agreement

between

## **Czech Academy of Sciences**

**J. Heyrovský Institute of Physical Chemistry (JHIPC),**

Dolejškova 2155/3, 182 23 Prague 8, Czech Republic

represented by

Prof. Martin Hof Dr. rer. nat. DSc. (in the following JHI)

and

## **Leibniz Institute of Surface Engineering (IOM)**

Leipzig, Permoserstrasse 15, 04318 Leipzig, Germany

represented by

Prof. Dr. Andre Anders (in the following IOM)

### **Preamble**

The parties aim to collaborate within a project that is designed to setup an ice nanoparticle accelerator for surface science studies and the deposition of thin films at surfaces. The aim is to exchange knowledge and construction plans and to setup hardware in Leipzig. Different hardware components will be constructed built and at JHIPC in Prague and finally delivered to IOM. IOM will pay for the labour and hardware. The research groups of the two parties (represented by [REDACTED] in Leipzig and by [REDACTED] in Prague) will work together on the joint research programme of developing such a novel device. After the device is build and tested (at IOM in Leipzig), a joint research proposal will be submitted. The collaborating parties agree upon the following:

### **§1 Exchange of research results**

Regular exchange of the results is planned in meetings or video conferences. Both parties have considerable research experience in this field and are prepared to exchange their results with the other side under the obligation of confidentiality. The collaboration contract therefore also has the function of a non-disclosure agreement (NDA).

### **§2 Transfer of money and payment of labor and hardware**

Construction work and hardware from the JHI in Prague will be paid by IOM. For this the partner (JHIPC) has to provide an official offer (in advance) outlining the work and hardware to be paid and of the unique selling points of the work and hardware. The offer and invoices have to be in accordance with EU law and IOM administration. Then IOM

will place a purchase order to JHI based upon terms agreed on in advance.

### **§3 Confidentiality**

(1) The parties promise to keep all of the data and information resulting from the research project confidential. They determine at the beginning of the project those employees who participate in the project and identify their names. For the case of a withdrawal of a research worker from the research project a continuing confidentiality obligation by the respective employee has to be provided.

(2) The confidentiality obligation with respect to all information which the parties provide each other in conjunction with this agreement extends beyond the duration of this agreement as long as the respective information has not become known to third parties.

(3) The parties also promise not to provide the results developed in this project to a third party in the form of a license contract, regardless of whether patent applications have been filed for these results or not.

(4) The parties have to keep each other informed about external collaborations that may touch the collaboration of JHI and IOM.

### **§4 Patent applications**

(1) Each party is entitled to file patent applications in its own name for the results of its research group. For the case of joint inventions, the patent application shall be filed jointly, the mutual share being agreed upon between the parties.

(2) The parties shall inform each other in due course about the contents of invention notifications by their employees, as well as about patent applications both national and international by submitting the respective documents to the other partner. They mutually promise confidentiality of the invention disclosures and patent applications of the other partner up to their publication.

(3) Both parties pay for the patents and patent applications at their own expense.

### **§5 Duration of the agreement**

The cooperation agreement shall run for **3 years**. After the termination of the agreement the cooperation and the cooperation contract may be extended or each party may, if no extension of the cooperation is agreed upon, continue to work on the basis of the research carried out until then on its own account. During the period of the project a termination of the contract is not anticipated.

### **§6 No-challenge clause**

The parties promise not to challenge or attack during the time of the research program the patents which have been filed by the other side in the field of the joint research after mutual agreement, and not to support third parties in such a challenge or attack on such



patents.

### §7 Liability

The parties are not liable for the correctness, usefulness and completeness of the information, work results and documents supplied under this agreement or that the use of this information does not infringe patents of third parties.

### §8 Guarantee and materials liability

Both parties mutually waive claims based on warranty for technologies or material liability for the materials developed during the cooperation. If hardware is constructed by one party (the delivering party) and paid or reimbursed by the receiving party the hardware should work but no guarantee is given that the research goal can be reached.

### §9 Jurisdiction and applicable law

The parties shall make a diligent effort to settle amicably all disagreements in conjunction with this contract. The contract can (only) be terminated only on serious reasons. For all controversies out of this agreement the applicable law shall be that of the Federal Republic of Germany or European Union.

### §10 Progress and final reports, publications

The cooperation partners agree on the obligation to keep each other informed about the progress of the project via meetings (skype or in person) and send/exchange progress reports. The results of the project will be published. Both parties have to agree on the publication of results and authorships.

### §11 Signatures

Leibniz Institute of Surface Engineering (IOM)


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Prof. Dr. Andre Anders  
 Director

Leipzig 31.01.2020  
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Place, Date

Czech Academy of Sciences  
 J. Heyrovský Institute of Physical Chemistry,

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Prof. Martin Hof, DSc.  
 Director

PRAGUE, 9.1.2020  
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Place, Date