UREQAHTM PILOT AGREEMENT

This Agreement is entered into as of the 10th May 2017 by and between Regional Development Agency Ostrava (RDA) and Network Agency Sweden AB (NWA).

# RECITALS

1. Network Agency Sweden AB is the developer of the UREQAHTM method for multi-stakeholder solutions to societal challenges.
2. The Regional Development Agency Ostrava is responsible for the Research and Innovation Strategy for Smart Specialization of the Moravian Silesian Region (MSR).
3. NWA and RDA are parties in the Design Option Paper “Metoda UREQAHTM” (DOP), developed by RDA in collaboration with NWA, within ESF financed project Smart Accelerator of RIS3 strategy, CZ.02.2.69/0.0/0.0/15\_004/0000294*,* summarizing the general terms for the evaluation of UREQAHTM as a general tool for addressing the regional challenges.
4. The parties desire to enter into this Agreement to memorialize their respective responsibilities for implementing, conducting and monitoring the Pilot Project and to establish objective criteria for determining its success (the "Pilot Criteria").

Accordingly, the parties hereby agree as follows:

# AGREEMENT

## 1. Objectives of the Pilot Project

The Pilot Project will prepare and facilitate UREQAHTM workshops addressing two MSR challenges and evaluate the viability of the method as a general tool to address societal challenges for MSR.

## 2. Pilot Criteria

### 2.1 Objective Standards

The Pilot Criteria shall be deemed to be satisfied upon (a) capturing of the different stakeholders’ incentives to participate and (b) the number of candidates for viable UREQAHTM canvas solutions.

### 2.2 Functionality of the Pilot Criteria

To achieve the level of functionality necessary for satisfying the Pilot Criteria, the Pilot Project shall fulfill the specifications described in the DOP.

## 3. Pilot Period

The Pilot Project shall be conducted for a period of one week in June 2017 (the "Pilot Period"), commencing on 19th June (the "Commencement Date") and ending on 22nd June (the "Termination Date") upon the earlier of (a) the parties' mutual determination that the Pilot Criteria have been satisfied or (b) 30 days after the Commencement Date.

## 4. Pilot Responsibilities of RDA

During the Pilot Period, RDA shall use commercially reasonable efforts to complete the following tasks during the time frames specified below:

### 4.1 Workshop Topics

Before the Commencement Date, RDA shall, in collaboration with NWA, choose two societal topics as challenges for the workshops in June.

### 4.2 Workshop facilities

Before the Commencement Date, RDA shall arrange suitable workshop venue and facilities for 10-15 participants.

### 4.3 Participant involvement

Before the Commencement Date, RDA shall contact and engage the relevant stakeholders for participation in the workshops.

## 5. Pilot Responsibilities of NWA

During the Pilot Period, NWA shall use commercially reasonable efforts to complete the following tasks during the time frames specified below:

### 5.1 Workshop invitation

Before the Commencement Date, NWA shall, in collaboration with RDA, prepare invitations to the workshops in June.

### 5.2 Workshop topics

Before the Commencement Date, NWA shall, in collaboration with RDA, choose two societal topics as challenges for the workshops in June.

### 5.3 Preparatory Research

Before the Commencement Date, NWA shall compile in collaboration with RDA relevant background material on the two workshop topics chosen by RDA and NWA.

### 5.4 Participant Brief

Before the Commencement Date, NWA shall prepare a brief on the UREQAHTM method and in collaboration with RDA the workshop topics for the participants.

### 5.5 Workshop facilitation

During the Project Period, NWA will provide the necessary facilitation for carrying out the UREQAHTM workshops in Ostrava according to the specifications in the DOP.

### 5.6 Workshop documentation

After the workshop, NWA in collaboration with RDA, will compile and finalize documentation of the workshops according to the specifications in the DOP.

## 6. Fees for the Pilot Project

For carrying out the responsibilities in Section 5, RDA will pay NWA a fee of EUR 10,920. The given fee is final and covers any and all costs incurred by the NWA for the fulfillment of its obligation under this Agreement (includes costs for NWA´s representative stay in Ostrava during Pilot Period as stated in Section 3 and for travel to Ostrava and back ). The fee shall be invoiced as EUR 5,000 at the date of entering into this agreement and EUR 5,920 after the Termination Date.

## 7. Indemnification

Each party (an "Indemnifying Party") shall indemnify and hold harmless the other party and its officers, directors and other affiliates (each, an "Indemnitee") from and against any and all judgments, penalties, fines and amounts paid in settlement.

## 8. Confidentiality

### 8.1 Confidentiality Undertaking

The parties acknowledge that their discussions and implementation of the Pilot Project may entail the exchange of confidential information. Each party agrees that, subject to the exceptions set forth below, for one year after the Commencement Date hereof, it will (a) keep all Information confidential, (b) refrain from disclosing any Information to any person or firm, other their respective employees and agents having a need to know and (c) refrain from using any Information, directly or indirectly, for its own benefit or the benefit of any affiliate.

### 8.2 Exceptions

For purposes of this undertaking, Information shall not include information that (a) is in the public domain at the time of disclosure to a party, (b) becomes part of the public domain after disclosure to a party through no fault, act or failure to act, error or breach of this undertaking by the recipient, (c) is known to the party at the time of disclosure, (d) is discovered by the party independently, (e)is required by order, statute or regulation of any government authority to be disclosed to any court or other body, provided that the party shall notify the other party thereof to provide or afford it the opportunity to obtain a protective order or other relief, or (f) is obtained from a third party who has acquired a legal right to disclose the specific information.

### 8.3 Remedies

In addition to any other remedies for breach of the foregoing confidentiality undertakings, the parties will be entitled to equitable relief in the event of any breach or threatened breach thereof. In the event of litigation relating thereto, the prevailing party shall be entitled to recover the reasonable legal fees incurred in connection therewith, including any appeal therefrom.

## 9. Publicity

As the activities within this Agreement are financed from the EU Structural Funds as stated in the Recitals Section, point C, the RDA is obliged to make a dissemination of results of the UREQAHTM Pilot Testing, it means the information about pilot testing (topics, outputs and results, participating organisations) will be publicly available and RDA will organize a dissemination workshop as well. All these dissemination activities are allowed to be done by both parties of this Agreement (RDA, NWA) without prior consent of the second side.

## 10. Independent Contracts

Each party shall act as an independent contractor hereunder, with sole responsibility for its own operations, personnel and operating expenses, and nothing contained in this Agreement shall be construed to create a partnership or joint venture between parties.

## 11. Assignability

This Agreement and a party's rights and obligations hereunder may not be assigned for any reason without the written consent of the other party.

## 12. Waive of Provisions

The waiver of compliance at any time with any of the provisions, terms or conditions contained in this Agreement shall not be considered a waiver of the provision, term or condition itself or of any of the other provisions, terms or conditions hereof. Any waiver hereunder must be expressed in writing by the party agreeing to waive any right hereunder.

## 13. Integration

This Agreement contains the entire agreement of the parties with respect to the subject matter hereof.

## 14. Amendment

This Agreement shall not be amended or modified except by a written instrument signed by both parties.

## 15. Governing Law

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with Czech law, excluding any conflict of laws of that State or other principle that might refer the governance or construction of this Agreement to the laws of another jurisdiction.

## 16. Binding Effect

The terms, conditions and provisions of this Agreement and all obligations of the parties shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns.

## 17. Notices.

Any notice given under this Agreement shall be made in writing and shall be deemed to have been duly given or made if delivered personally, or mailed (postage prepaid by registered or certified mail), or sent by facsimile to the parties at their respective addresses set forth below. Any notice so sent shall be deemed to have been given or delivered at the time that it is either (i) personally delivered or (ii) within two business days after the date deposited in the national mail or one business day after delivery to an overnight courier, if sent by mail or courier, or (iii) when receipt is acknowledged, if sent by facsimile, as the case may be. Any party may change its address by giving notice in writing, stating its new address, to the other party.

If to RDA: If to NWA:

Regional Development Agency Ostrava Network Agency Sweden AB

Na Jizdarne 7/1245 Målarevägen 9

702 00 OSTRAVA, CZECH REPUBLIC SE-22730 LUND, SWEDEN

## 18. Counterparts.

This Agreement may be executed in any number of separate counterparts that together shall constitute but one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

Regional Development Agency Ostrava Network Agency Sweden AB

By: By:

Petra Chovaniokova Jonas Klevhag

CEO CEO