**DEMOLA PARTNERSHIP AGREEMENT**

# Parties

## Demola Global Oy (“Demola Global”)

Business ID / VAT number: FI24087016

Address: Åkerlundinkatu 8, 33100 Tampere, FINLAND

**Moravskoslezské Inovační Centrum Ostrava, A.S. (“Regional Demola Coordinator”)**

Business ID / VAT number: CZ25379631

Address: ID: Technologická 372/2, 708 00 Ostrava–Pustkovec, ČESKÁ REPUBLIKA and

**Tietoevry Czechia s.r.o. (“Partner”)**

Business ID / VAT number: CZ17359139

Address: ID: náměstí Biskupa Bruna 3399/5, 702 00 Ostrava, Czechia

Hereinafter jointly referred to as “Parties” or “Party”, depending on the context.

Demola Global and Regional Demola Coordinator hereinafter jointly referred to as “**Regional Demola Hub**”.

1. **Purpose**

This Agreement (“**Agreement**”) shall apply to the Demola Partnership (“**Demola Partnership”)**

between Demola Global, Regional Demola Coordinator and the Partner.

This Agreement is subject to the General Conditions (“**General Conditions**”) for Demola partnerships, which is attached hereto as Appendix 1.

1. **Business Contacts**

Cooperation shall be coordinated via single contact person from each Party. The contact persons may be changed time to time with a written notice.

In the beginning of the cooperation the contact persons are:

* + Demola Global: xxxxxxxx
	+ Regional Demola xxxxxxxxxx
	+ Partner: xxxxxxxxxx
1. **Demola Partnership**

This Demola Partnership applies to Demola Projects in Ostrava, Czech Republic (“**Location**”).

Regional Demola Hub facilitates a portfolio of Demola projects in the Location. All Demola projects are multidisciplinary and built based on open application process. Demola Global collaborates with regional universities and higher-education institutions to engage students and recent graduates to apply. The Partner may assist Regional Demola Hub in student and academic engagement.

Project portfolio is designed by Demola Global based on the interest areas of the partners companies and stakeholders as well as Demola Knowledge-Base and previous Demola project results.

Partnership elements and events for the Term of the Agreement are defined in Appendix 2 Demola Partnership description.

Demola Global shall grant to Partner, upon a due payment of the Service Fees, a license to all Results of the Demola projects in the Location during the Term of the Agreement. Terms of license and results are defined in Appendix 1 (the General Conditions).

1. **Fees and terms of payment**

For period 02 - 12/ 2024 (”**Service Period**”), the Partner shall pay to the Regional Demola Coordinator a service fee (”**Service Fee**”) of EUR 15 000 (VAT 0%).

The Service Fee for the Service Period shall be invoiced after signing the agreement. Terms of payment are defined in Appendix 1 (the General Conditions).

1. **Related documents**

The following Appendices are hereby made part of this Agreement. APPENDIX 1) General Conditions for Demola Partnership

APPENDIX 2) Demola Partnership description

Should this Agreement and its appendices be in contradiction with each other, such contradictions shall be resolved by applying, primarily, this Agreement and secondarily the appendices. The mutual order of application of the appendices shall be determined according to the number of the appendix (first, an appendix with a smaller number shall be applied).

1. **Term of the Agreement**

The Agreement shall enter into force when it has been executed by the Parties or, if the Parties have taken actions to implement the Service before signing the Agreement, on the starting date of such actions.

The Agreement shall remain in effect until 31.12.2024.

1. **Signatures**

In witness whereof the Parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the date of last signature below.

**Appendix 1)**

**GENERAL CONDITIONS FOR DEMOLA PARTNERSHIP**

### Scope of the Agreement

* 1. Demola is a global innovation platform. The purpose of cooperation is to support Partner’s innovation, foresight, talent engagement, and strategy processes.
	2. In addition to the Demola Partnership specified in Appendix 2 (Demola Partnership description), the Parties may separately agree on other services (“Additional Services”) as provided in detail under separate Purchase Order (“Purchase Order”) based on separate offers. Such Purchase Order shall be executed electronically.

### Definitions

"**Agreement**" shall mean this Service Agreement, its Appendices and all related Purchase Order(s).

“**Background Material**” shall mean all kinds of material such as information, methods, solutions, devices, substances, inventions, software and the related intellectual property rights that are in the possession of a Party before signing this Agreement or that the Party has independently developed or acquired outside the scope of this Agreement during the validity of the Agreement.

“**Confidential Information**” shall mean all technical, financial, or commercial information that is related to or influences the Results or the Partner’s operations, including computer files, passwords and IT system details, regardless of the manner or format in which the information is disclosed to the recipient, or that has been marked as trade secrets with “Confidential” or other similar markings.

"**Results**" shall mean all materials in whatever form delivered by Regional Demola Hub (including but not limited to any report, document, data, design, invention, and software including source code), as well as all rights related to such materials (such as proprietary rights and intellectual property rights including but not limited to utility models, trade secrets, copyrights, and patent rights).

**“Demola Project Portfolio”** shall mean all Demola Projects taking place at the Location during the term of the Agreement. Number of projects in one cohort or year depends on amount of quality applicants Regional Demola Hub in cooperation with regional universities and higher-education institutions are able to engage. Regional Demola Hub does not guarantee any definite number of projects.

### Background Material

* 1. Partner shall not have any obligation to deliver any Background Material to Demola Global or Regional Demola Coordinator. If Partner delivers Background Material, no rights (including property and/or intellectual property) pertaining to the Background Material shall be transferred to or granted to Demola Global or Regional Demola Coordinator. Such Background Material may only be used during the implementation of the services specified in this Agreement. Any other use must be agreed separately in writing. The Background Material shall be returned to Partner or destroyed after the end of the Project or earlier upon Partner’s request.

### License to Results and transfer of Rights to Results

* 1. Demola Global shall grant to Partner, upon a due payment of the Service Fees, a royalty-free, perpetual, irrevocable, non-exclusive, and global license to the Results to use and exploit the Results in all operations as Partner deems suitable, including research and development as well as commercial activities (“License”). The License shall include the right to further develop, modify, create derivative works, and complement the Results and to use the outcomes so achieved. The

License shall also include the right to copy the Results and to manufacture, have manufactured, sell, offer to sell, and otherwise distribute to third parties any products or provide any services that utilize the Results or have been developed on the basis of the Results as well the right to sublicense the License to third parties.

* 1. In the event that Partner desires to acquire all intellectual property rights to all or some of the Results, Partner shall pay intellectual property rights transfer fee (“Transfer Fee”), subject to being separately agreed upon between the Parties. Upon payment of such Transfer Fee all right, title and interest in and to all copyrights and other intellectual property rights to the Results shall vest in and be the sole and exclusive property of Partner excluding the Background Material, if any.

### Terms of Payment

* 1. Partner shall not be obligated to pay any other fees or other compensation than the fees specified in this Agreement to Demola Global and Regional Demola Coordinator.
	2. Any change in the service fee shall be made only upon written approval by the Partner.
	3. All amounts payable are gross amounts but exclusive of any value added tax, use tax, sales tax or similar tax. If any such tax is or will be chargeable, Partner shall pay the tax to Regional Demola Hub and Regional Demola Hub shall provide Partner with a tax invoice that meets all Terms necessary to allow Partner to reclaim such tax.
	4. The Partner shall pay the fees within 40 days after receiving the invoice. If Partner is overdue with any payment due under this Agreement, the Demola Global is entitled to charge interest on delayed payments and reasonable collection costs per the interest act in Finland.
	5. The Partner can pay the fees with credit card if agreed by the Parties.

### Confidentiality

* 1. In connection with the Demola Partnership, The Parties may disclose Confidential Information. The Parties shall undertake to restrict the use and further disclosure of such Confidential Information. The Parties agree not to disclose Parties’ Confidential Information to third parties as well as to take all necessary precautions to preserve the confidentiality of such Confidential Information and not to use Confidential Information for any purposes other than fulfilling the obligations under the Agreement.
	2. The Demola Global and Regional Demola Coordinator shall have the right to provide Partner’s Confidential Information to its personnel only to the extent necessary for carrying out the tasks agreed by the Parties.
	3. The confidentiality obligations set forth in this Agreement shall bind the Parties for a period of five

(5) years from the date of receipt of Confidential Information.

* 1. The confidentiality obligations shall not apply to any information which
		1. has been publicly available before the beginning of the negotiations or later becomes publicly available in manner other than due to negligence or neglect or other action in violation of this Agreement on the part of the receiving Party or its personnel; or
		2. the receiving Party can demonstrate to have been in its possession before receiving such information from the disclosing Party; or
		3. has been received from third parties who have had a right to disclose such information; or
		4. the receiving Party has independently developed; or
		5. the Party must make public on the grounds of an act, decree or other judicial or governmental order.

### Limitations of Liability

* 1. Neither Party shall under any circumstances be liable towards each other for any indirect, incidental, consequential, special, or punitive damages, including but not limited to loss of profits, benefits and/or revenue, whether in contract, tort, or otherwise, except for injury to persons, breach by the Section 7 Confidentiality or in cases of intentional misconduct or gross negligence.

### Term

* 1. The Parties shall have the right to terminate the Agreement with immediate effect if the other Party commits a material breach of the terms and Terms of the Agreement or, where applicable, the confidentiality agreement, and fails to remedy such material breach within thirty (30) days after receiving a written notice in respect of the matter.
	2. The licenses granted to Partner based on this Agreement shall remain in force even if the Agreement is terminated according to section 9.1. by the material breach of other Party than the Partner.
	3. Terms of the Agreement, which by their nature should survive the termination or expiration of the Agreement, shall continue to apply following such termination or expiration.

### Miscellaneous

* 1. Any changes to the Agreement shall be agreed in writing, and the Parties shall approve the changes with their signatures to become valid and binding on the Parties.
	2. A failure of a Party to insist upon the performance of any or more of the terms or Terms of the Agreement or a waiver of any term or Term of the Agreement will not be deemed to be a waiver of any rights or remedies the Party may have in subsequent similar situations.

### Governing Law and Disputes

* 1. The Agreement is governed by and shall be construed in accordance with the laws of Finland excluding its choice of law provisions.
	2. Any possible disputes arising out of or relating to the Agreement shall be primarily settled by negotiations between the Parties. If any dispute under the Agreement cannot be solved otherwise, it shall be settled in arbitration by one (1) arbitrator in Helsinki. The arbitrator shall be appointed by the Arbitration Institute of the Finland Chamber of Commerce, and the rules of the said Institute are to be followed in the arbitration.

2024 March 20 | 11:12 EET

xxxxxxxxx

2024 March 20 | 13:40 EET

xxxxxxx

2024 března 20 | 13:34 EET

xxxxxx

2024 April 3 | 22:28 EEDT

xxxxxx