

COLLABORATIVE RESEARCH AGREEMENT

THIS COLLABORATIVE RESEARCH AGREEMENT ("Agreement") is made by and between:

Tokyo Institute of Technology (hereinafter referred to as "Tokyo Tech"), a University organized and existing under the laws of Japan, having its office at 2-12-1 Ookayama, Meguro-ku, Tokyo 152-8550 Japan;

AND:

Fyzikální ústav AV ČR, v. v. i. (In English: Institute of Physics of the Czech Academy of Sciences) (hereinafter "FZU"), a public research institution organized and existing under the laws of Czech Republic, having its office at Na Slovance 1999/2, 182 21 Prague 8, Czech Republic, ID No.: 68378271, registered in the Public Research Institutions Register kept by the Ministry of Education, Youth and Sports of the Czech Republic under the File No.: 17113/2006-34/FZÚ, represented by RNDr. Michael Prouza, Ph.D., Director;

Fundación IMDEA Nanociencia (hereinafter "IMDEA"), a research institution organized and existing under the laws of Spain, with headquarters at Faraday 9, 28049 Madrid, registered as foundation at the Comunidad de Madrid Registry on page number 472, volume CXXXIV, page 401 and with C.I.F G84909068, represented by its Director Prof. Dr. Rodolfo Miranda Soriano;

all these hereinafter referred to as the Parties collectively, or Party individually.

PREAMBLE:

WHEREAS, Tokyo Tech is participating in the Strategic International Collaboration Research Program ("SICORP") under which Japan Science and Technology Agency ("JST") has consigned certain research activities to Tokyo Tech.

WHEREAS, FZU is participating in the European Interest Group CONCERT-Japan Support Program ("EIG CONCERT Japan") under which the Ministry of Education, Youth, and Sports ("MEYS") has consigned certain research activities to FZU.

WHEREAS, IMDEA is participating in European Interest Group CONCERT-Japan Support Program ("EIG CONCERT Japan") under which the Ministerio de Ciencia e Innovación y la Agencia Estatal de Investigación (MICINN-AEI) has consigned certain research activities to IMDEA.

WHEREAS, the Parties desire to conduct certain collaborative research under the aforementioned programs.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

Article 1: DEFINITIONS

- 1.1 "Research Project" means the research project entitled "Design and Control of Single Molecule Junctions(DECOSMOL)", which has been:
 - consigned to Tokyo Tech by JST under the agreement dated 3 April 2023 between Tokyo Tech and JST under the SICORP,

-consigned to FZU by MEYS under the decision dated 6 June 2023, issued by MEYS, and
-consigned to IMDEA by MICINN-AEI under the agreement dated 17 July 2023, issued by MICINN-AEI .
Each of these agreements are hereinafter referred to as "Sponsor Agreement".

- 1.2 "Research Result(s)" means any technical result obtained by the Parties from conducting the Research Project under this Agreement, including, but not limited to, any Invention (hereinafter defined), idea, design, copyrightable work and know-how.
- 1.3 "Invention(s)" means any invention, idea, design, works of authorship, software, information or data, know-how and any other proprietary information which may be protected by Intellectual Property Rights.
- 1.4 "Intellectual Property Rights" mean any and all world-wide intellectual property rights, including, but not limited to, patents, utility models, designs, copyrights and know-how, and any and all rights and interests in and to these proprietary rights and applications therefor.
- 1.5 "Joint Application Agreement" means an agreement which may be entered into by relevant Parties for the purpose of filing an application for protection of the Intellectual Property rights covering the Research Results.
- 1.6 "Confidential Information" means any information designated at the time of disclosure as "Confidential" "Proprietary" or some similar designation in tangible or intangible form and made available by or on behalf of one Party to another

Party in connection with or pursuant to this Agreement. Orally communicated information will be Confidential Information if it is orally designated as confidential at the time of initial disclosure and confirmed in writing as being Confidential Information within fifteen (15) days after the initial disclosure. Confidential Information does not include any information that was publicly known or becomes publicly known (other than via action or inaction of the Party receiving the Confidential Information), is already in the possession of the Party receiving the Confidential Information prior to its receipt, is obtained by the Party receiving the Confidential Information without a breach of someone's confidentiality obligations, or is independently developed by the Party receiving the Confidential Information.

Article 2: COLLABORATION

2.1 During the term of this Agreement, the Parties shall collaborate with each other in conducting the Research Project under this Agreement.

Article 3: CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS

3.1 During the term of this Agreement and for three (3) years thereafter, without prior written approval of the providing Party, the Parties shall not disclose any Confidential Information received from the providing Party to any third party and shall not use the same for any purpose other than conducting the Research Project. Notwithstanding the foregoing, the

Parties shall have a right to disclose the Confidential Information to (i) the sponsor under their respective Sponsor Agreements to the extent the sponsor agrees to maintain such Confidential Information confidential, and the Party providing the information to its sponsor shall be responsible for the sponsor's compliance with such confidentiality obligation; (ii) the judicial, governmental, administrative, regulatory, control, supervisory and other similar authorities on the basis and to the extent determined by generally binding legal regulations by which the relevant Party is bound.

- 3.2 Unless otherwise agreed upon between the relevant Parties in writing, the Research Results obtained solely by one Party shall be the sole property of such one Party and the Research Results obtained jointly by two or more of the Parties shall be the joint property of such two or more Parties.
- 3.3 Unless otherwise agreed upon between the relevant Parties in writing, the Intellectual Property Rights originating from the jointly owned Research Results shall be jointly owned by the relevant Parties in proportion to the respective contributions made by the Parties in the creation thereof. Any application for such Intellectual Property Rights, unless otherwise agreed upon by the relevant Parties in writing, shall be jointly filed, prosecuted and maintained by the co-owning Parties by sharing any costs and expenses of filing, prosecuting, maintaining, defending, and enforcing such Intellectual Property Rights in proportion to their respective shares in such Intellectual Property Rights, and revenues from such Intellectual Property Rights shall also be shared between the co-owning

Parties in the same proportion.

- 3.4 Tokyo Tech shall have a right to assign its share of ownership in the jointly owned Research Results and the Intellectual Property Rights originated therefrom to JST, subject to JST's agreement to succeed to Tokyo Tech's obligation to bear the costs and expenses relating to filing, prosecuting, maintaining, defending, and enforcing such Intellectual Property Rights.
- 3.5 In the event that any of the Parties does not intend to bear the costs and expenses relating to filing, prosecuting, maintaining, defending, and enforcing the Intellectual Property Rights originating from any jointly owned Research Result, such Party shall waive its share of ownership in such Intellectual Property Rights.
- 3.6 None of the Parties shall commercially exploit the jointly owned Research Results or assign or grant a license to a third party for the Intellectual Property Rights thereof owned jointly without the prior written consent of the other co-owner Parties.
- 3.7 Unless otherwise agreed upon by the relevant Parties in writing, the relevant Parties shall enter into the Joint Application Agreement prior to filing of any applications for the Intellectual Property Rights covering the jointly owned Research Results and determine further details about handling of such applications and Intellectual Property Rights.
- 3.8 Each of the Parties may use the Research Results without any payment to the other Parties in its own non-commercial educational and research activities.

3.9 The Parties acknowledge that the Intellectual Property Rights originating from the Research Results may be subject to governmental control under the laws of the country where the relevant Sponsor Agreement is executed (such as Bayh-Dole like system).

Article 4: PUBLICATION

4.1 The Parties agree that any Research Results which have value for scientific, industrial or other social use, may in principle be made available to the public, subject to: (i) the compliance with the provisions of Article 3.1; and (ii) securing the Parties' right to obtain Intellectual Property Rights for such Research Results. The Parties may report Research Results to their respective sponsors as required by the relevant Sponsor Agreements.

4.2 During the term of this Agreement and for three (3) years thereafter, the Party wishing to publish the Research Results shall obtain prior consent of the other Parties, which consent shall not be unreasonably withheld.

Article 5: DISPUTE RESOLUTION

5.1 Any issues that are not addressed or stipulated in this Agreement shall be agreed and resolved through negotiation and discussion in good faith between the Parties.

5.2 The Parties agree that in the event of any dispute arising out of or in connection with this Agreement, the Parties shall, in the first instance, resolve the dispute by amicable negotiation in good faith. If no

agreement is reached between the Parties by such negotiation, the Parties agree to submit to the exclusive jurisdiction of the courts of the country of the defendant Party with respect to the dispute.

The Parties agree that the laws of the country of the defendant Party (excluding its rules for choice of law) shall apply to this Agreement.

Article 6: LIABILITY

No Party shall be liable to the other Parties for any damages, including incidental, indirect, special or consequential damage of any kind whatsoever, suffered by the other Parties due to any event arising from the Research Project.

Article 7: DURATION OF AGREEMENT

7.1 This Agreement becomes valid on the date of its signature by a duly authorized representative of the last Party. This Agreement becomes effective on the date of its publication through the register of contracts in accordance with the Act No. 340/2015 Coll., a Czech law, on the special conditions for the effectiveness of certain contracts, the publication of these contracts and the register of contracts ("Act on the Register of Contracts"), as amended ("Effective Date"). The Parties declare that they agree to the publication of this Agreement through the register of contracts pursuant to the Act on the Register of Contracts, and that for the purposes of publication of this Agreement through the register of contracts, the Parties do not consider any of the content of this Agreement or the metadata related to it to be excluded from publication through the register of contracts. FZU will ensure publication of this Agreement through the register of contracts and, upon the publication, notifies the other Parties of the date of publication.

This Agreement shall remain in force from the Effective Date until March 31, 2026 unless otherwise terminated sooner by mutual agreement by the Parties.

7.2 Each Party may terminate this Agreement upon thirty (30) days prior written notice to the other Parties upon a material breach by the other Parties of any of their obligations under this Agreement; provided, however, that such termination shall become effective only if the breaching Party shall fail to remedy or cure the breach within such thirty (30) day period.

7.3 The provisions in Articles 3, 4, 5, 6 and 9 shall remain in force after the expiration or termination of this Agreement.

Article 8: COMPLIANCE WITH LAWS AND REGULATIONS

8.1 Each Party shall observe all applicable laws, regulations and treaties (including export control laws and regulations, and the Convention on Biological Diversity) and guidelines of the countries and institutions in which it conducts the Research Project.

Article 9: MISCELLANEOUS

9.1 None of the Parties shall be responsible in damages to the others for any failure or delay in performance of any of its obligations hereunder due to any war, earthquake, riot, fire, flood, explosion or other disaster or similar event or any governmental act or regulation or action or embargo, any act of God and any other event beyond such party's control (the

"Force Majeure Event") provided however that such party shall take all steps reasonably possible to mitigate damages caused by such failure or delay. In the event that a Party (the "Affected Party") shall claim that a Force Majeure Event has occurred thereby resulting in the failure or delay in its performance hereunder, the Affected Party shall give to the other Parties a notice in writing within ten (10) days from the date of occurrence of such Force Majeure Event and shall provide sufficient written evidence thereof, including the nature and effect of the Force Majeure Event on its obligations. Notwithstanding the foregoing, if such failure or delay shall continue for more than six (6) months, the non-affected Parties shall have the right at any time thereafter during the continuance of such failure or delay, to terminate this Agreement.

- 9.2 All notices or other communication required by or permitted to be given or made hereunder shall be in writing and, to be legally effective, shall be delivered by prepaid registered post, or by facsimile or e-mail transmission addressed to the intended recipient thereof, which shall be confirmed later by registered airmail or reputable overnight courier. When any change occurs to the contact information below, the Party for whom the information has changed shall promptly notify the other Parties of the change(s).

To Tokyo Tech:

[REDACTED]
2-12-1 W4-10, Ookayama,
Meguro-ku, Tokyo 152-
8552, Japan
Phone: [REDACTED]

To FZU:

[REDACTED]
Cukrovarnická 10/112,
162 00, Prague, Czech Republic
Phone: [REDACTED]
Fax: NA

Fax:NA

[REDACTED]
[REDACTED]
To IMDEA:

[REDACTED]
Faraday 9

28049, Madrid, Spain

[REDACTED]
[Fax]: NA
[REDACTED]

9.3 If a court of competent jurisdiction holds that (i) any portion of this Agreement is void, voidable, illegal, or otherwise unenforceable; or (ii) this Agreement would be void, voidable, illegal, or otherwise unenforceable unless a portion of this Agreement were severed from this Agreement, then such portion shall be automatically deemed to be severed and removed from this Agreement and shall not affect the continued effectiveness of this Agreement, unless to do so would irrevocably change the underlying purpose of this Agreement.

9.4 This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral and written agreements and discussions in connection with the subject matter of this Agreement and it is expressly declared that no variations of this Agreement shall be effective unless agreed by the Parties in writing.

Each Party shall sign three identical copies of this Agreement, and retain one copy.

Date: December 19, 2023

Date: March 22, 2024

Tokyo Tech:

FZU:

Osamu Watanabe
Executive Vice President
Director of the Office of Research and
Innovation

RNDr. Michael Prouza, Ph.D.
Director

Date: February 7, 2024

IMDEA:

Prof. Rodolfo Miranda
Director