

Agreement on the Utilization of Results

achieved in the uBIOSEP Project

(hereinafter referred to as the “Agreement”)

is based upon the Regulation on the implementation of the European Economic Area (EEA) (hereinafter the “Regulation”, adopted on 2016-09-23), the KAPPA Project Contract (hereinafter the “Project Contract”), the KAPPA Terms and Conditions, and the Partnership Agreement (signed on 2020-10-01), and is concluded on 2024-06-28 (hereinafter the “Effective Date”) between:

Institute of Analytical Chemistry of the Czech Academy of Sciences, v. v. i.,
Veveří 967/97
602 00 Brno
Czech Republic

- the Project Promoter –

and

SINTEF AS, by its institute SINTEF Digital
7034 Strindvegen 4
Trondheim
Norway

Watrex Praha, s. r. o.
Drnovská 1112/60
161 00 Praha 6
Czech Republic

- the Project Partner(s) -

(hereinafter, jointly or individually, referred to as the “Parties” or “Party”)

It is hereby agreed as follows:



“Working together for a green,
competitive and inclusive Europe”

Iceland 
Liechtenstein
Norway grants

T A
C R

Section 1: Introductory provisions

1. Words beginning with a capital letter shall have the meaning defined either herein or in the Regulation including its Annexes or in the Project Contract including its Annexes or the KAPPA Terms and Conditions or Partnership Agreement without the need to replicate said terms herein.
2. The Project Promoter and the Project Partners have jointly participated in project No. TO01000232 entitled "Fast and sensitive bioanalysis using micromachined electrospray interfaces with μ -scale separations", in short uBIOSEP (hereinafter referred to as "the Project").
3. The deadline for completion of the Project was set for 2024-04-30.
4. The Project was financially supported by the EEA Grants and the Technology Agency of the Czech Republic (hereinafter referred to as the "Programme Operator") within the KAPPA Programme.
5. The purpose of this Agreement is to specify the ownership and exploitation rights to the individual Results achieved in the Project.

Section 2: Project Results and ownership of Results

1. The Parties have achieved the Results that are specified in Annex 1 of the Agreement. Annex 1 specifies the name of the Result, the Result ID as it is listed in the ISTA system, the date of its achievement, and the ownership interest of each Party in the Result.
2. If a separate exploitation agreement is concluded for the Result or if such an agreement is concluded between the joint owners of the Result in the future, the provisions of such agreement shall prevail over this Agreement.
3. All Project Results listed in Annex 1 are consistent with the Project Goals and Results specified in the Project Application.
4. The Results of the Project, including the Final Report, are subject to protection under Act No. 121/2000 Coll., on Copyright, on Rights Related to Copyright and on Amendments to Certain Acts (Copyright Act), as amended, or other special regulations

governing Intellectual Property Rights, and are considered to be works of authorship within the meaning of the relevant statutory provisions, the ownership rights to which are exercised by a Party individually, or by several Parties jointly.

5. The Parties declare that the Results achieved in the Project are not the results of another project or research proposal.

Section 3: Ownership of Results

1. The Results are owned by the Party that generated them.
2. The Results owned by a sole Party shall be used by that Party without restriction by the other Parties.
3. The Party owning the Result undertakes to use the Result within 5 years of the end of the project. The owner of the Result undertakes to use the result either in a non-commercial way, i.e., by carrying out further research and development, or in a commercial way, i.e., by commercializing the Result.

Section 4: Joint ownership of Results

1. The Results that are joint-owned by more Parties shall be used after the completion of the Project, but within a maximum period of 5 years, for both commercial and non-commercial use. The commercial use means the use of the Result by the joint owner of the Result or by a third party in the production of an existing or new product, the provision of services, the implementation of a technical solution protected by a utility model, patent, or patent application and its use, technology or service.
2. License agreements and other agreements for the exploitation of Results that are jointly owned by Parties shall be concluded by all joint owners of the Result with any interested parties, i.e., third parties. The revenues from the use of the Result generated from such an agreement shall be distributed among the joint owners in proportion to their ownership interest in the Result. Each joint owner may negotiate the terms of commercial exploitation of the Result with potentially interested parties independently but shall inform the other joint owners without delay of the outcome of the negotiations.

A joint owner's proposal concerning the negotiated terms of commercial exploitation by a potentially interested party may only be approved after all joint owners have agreed to these terms and conditions.

3. Any joint owner shall be entitled to commercially exploit the Result provided that a contract for such exploitation is concluded in advance with all joint owners of the Result that shall include a financial settlement. This settlement shall include a share that will be paid to the other owners of the Result and that will be calculated on the sale price of the product. The exact calculation will be the subject of separate negotiations between the Parties and will take into account the additional costs of the Party marketing the product. The contract will also contain provisions on the method of compensation and control mechanisms.

4. The joint owners of the Result shall be entitled to use the Results of the Project that they jointly own in a non-commercial manner, in such a way as not to jeopardize the protection of the Results, by themselves without the consent of the other joint owners.

5. If joint owners file an application for Intellectual Property Rights protection for any Result, the ownership of the protection and costs for obtaining this protection shall be shared reflecting ownership interest in the Result.

5. All Parties are obliged to provide, upon request of the Project Promoter, all information requested in accordance with the update of the Implementation Plans and preparation of the Implementation Report, respectively.

6. After 3 years from the end of the Project, the Parties undertake to evaluate the commercial exploitation of the Project Results. Based on this evaluation, the Parties undertake to update this Agreement, if necessary.

Section 5: Non-disclosure of information

1. The Results of the Project as set out in Annex 1 to this Agreement, which had not been published openly before the Effective Date, constitute the Intellectual Property and trade secrets of the Parties within the meaning of Section 504 of Act No. 89/2012 Coll., the Civil Code, as amended, and the Parties undertake not to disclose the contents of such trade secrets to any third party without the prior written consent of the

other Parties. The Results of the Project shall not constitute any other confidential information that would be treated as confidential under special legislation.

2. The Results not covered by the obligation of confidentiality under paragraph 1 of this Section shall not constitute trade secrets of the Parties and may be freely disseminated.

Section 6: Other rights and obligations of Parties

1. The Parties undertake to cooperate and to provide each other with maximum assistance to ensure that the Result is used in accordance with the Implementation Plans. The joint owners of the Result undertake to provide the necessary cooperation to the Project Promoter in reporting to the Programme Operator on the Implementation Plans and the Implementation Report.

2. The Parties further undertake to allow the Programme Operator to check the progress of the implementation of the approved Implementation Plans for the Results.

3. If the Parties provide the Results of the Project to a third party, they are obliged to do so based on a written agreement on the use of the Result, which shall comply with the terms of this Agreement, the Regulation, the Project Contract, the KAPPA Terms and Conditions, and the Partnership Agreement. The Parties are obliged to provide the Results to third parties in a way that does not cause a breach of the state aid rules and to indirect aid.

Section 7: Sanctions

1. If either Party fails to fulfill its obligation under this Agreement even after being requested by the other Parties to do so by 30 days from the request was waved, it shall be liable to pay each Party concerned a lump-sum penalty of 2,500 CZK or 100 EUR unless a different penalty is provided for in this Agreement. If either Party breaches its obligation of confidentiality under Section 5, it shall pay each affected Party a contractual penalty of 2,500 CZK or 100 EUR. Payment of the contractual penalty shall not diminish the right of the affected party to compensation in full.

Section 8: Settlement of disputes

1. The parties shall endeavor to settle their disputes amicably.
2. All disputes arising out of or in connection with this Agreement, that cannot be solved amicably, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.
3. The place of arbitration shall be Brussels if not otherwise agreed by the conflicting Parties.
4. The award of the arbitration will be final and binding upon the Parties.

Section 9: Duration and termination

1. The contract is concluded for a definite period of 5 years after the completion of the Project.
2. The contract may be terminated by mutual agreement of all Parties to the contract after all the obligations undertaken by the Parties under this Agreement, the Regulation, the Project Contract, and the KAPPA Terms and Conditions, have been completely fulfilled.

Section 10: Final provisions

1. The Agreement shall have effect from the Effective Date identified at the beginning of this Agreement.
2. The Agreement shall be published in the Register of Contracts in accordance with the relevant provisions of Act No. 340/2015 Coll., on the Register of Contracts, as amended, which shall be ensured by the Project Promoter.
3. The rights and obligations of the contracting parties not expressly regulated by this contract shall be governed by Act No. 130/2002 Coll. on Support for Research, Experimental Development, and Innovation, as amended, and Act No. 89/2012 Coll., the Civil Code, as amended.

4. This Agreement may be amended or supplemented only by written, ascending numbered amendments signed by statutory bodies of the Parties. For this purpose, the exchange of e-mail or other electronic messages shall not be deemed to be in writing.

5. This Agreement contains a complete statement of the subject matter of the Agreement and of all matters which the Parties intended and intend to set out in the Contract and which they consider important to the binding nature of this Agreement. No representation made by the Parties in the negotiation of this Agreement, or any representation made after the execution of this Agreement shall be construed contrary to the express provisions of this Agreement and shall create any obligation on either Party.

5. If individual provisions of this Agreement are or become null and void, the validity of the remaining provisions of this Agreement shall not be affected. The Parties undertake to replace any null and void provision of this Agreement without undue delay by a provision which comes as close as possible to the purpose of the original provision. If any provision of this Agreement proves to be apparent (null and void), the effect of this defect on the other provisions of the Agreement shall be assessed in accordance with Section 576 of Act No. 89/2012 Coll., Civil Code, as amended.

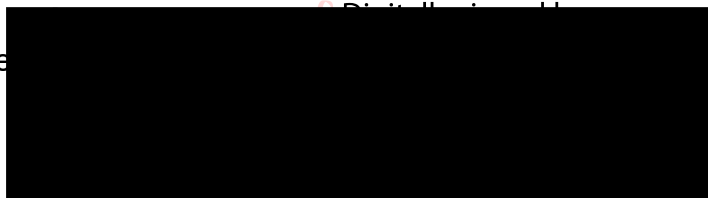
6. This Agreement is drawn up in five copies, of which one copy shall be given to each Project Partner and two copies to the Project Promoter. The Project Promoter shall be entitled to use one copy when dealing with the Programme Operator.

Section 11: Signatures

AS WITNESS:

The Parties signed the Agreement on separate pages by the statutory bodies on the above-mentioned day and year.

Signature



Name

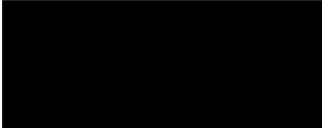


Title: Director

Date: 2024-06-28

SINTEF AS

Signature:



Name



Title: Research Director, Microsystems and Nanotechnology Department

Date: 2024-06-28

Watrex Praha, s.

Date: 2024/07/13 10:33:36 CZ-00
Foxit PDF Reader Version: 2024.2.2

Signature:

Name: do

Title: Chief Executive Officer

Date: 2024-06-28

[Attachment 1: List of Project Results]

Result group	Result title	Result ID	Description	Date of Result achievement	Ownership interest [%]		
					IACH	SINTEF	Watrex
Miniaturized electrospray interfaces	Functional samples of electrospray interfaces	TO01000232-V6	The miniaturized system for coupling separation techniques with MS detection.	09/2023	50	50	0
	Microfabricated nanosprayer		The component of the electrospray interface. Silicon nanosprayer with the microfabricated spraying nozzle and structure for liquid junction.	09/2023	0	100	0
	Spraying module		The component of the electrospray interface enabling connection of the nanosprayer with separation techniques and its positioning in front of a MS system.	09/2023	100	0	0
	Demonstrator 1 "Electrospray interfaces"	TO01000232-V13	The application case demonstrating the practical applicability of the electrospray interface.	03/2024	50	50	0

	Report "Design specifications, design concepts and mask designs of electrospray interfaces"	TO01000232-V1	The internal report summarizing technical specifications, design parameters, concept variants, and initial indications about the manufacturing process of the electrospray interfaces.	06/2021	50	50	0
Miniaturized recycling LC system	Functional samples of miniaturized recycling LC systems	TO01000232-V7	The miniaturized system enabling repeated separation of a sample components using a single chromatographic column.	02/2024	0	0	100
	MEMS-based microvalve		The MEMS-based switching valve for various liquid based separations (sample injection, flow diversion, fraction collection)	02/2024	0	100	0
	Demonstrator 2 "Miniaturized recycling LC systems"	TO01000232-V14	The application case demonstrating the practical applicability of the miniaturized recycling LC system.	04/2024	0	0	100
	Report "Design specifications, design concepts and mask	TO01000232-V8	The internal report summarizing technical specifications, design parameters, concept variants, and initial indications about the	03/2023	0	50	50

	designs of miniaturized recycling LC systems.		manufacturing process of the miniaturized recycling LC system.					
	Utility model protection for miniaturized recycling LC system design	TO01000232-V16	The Intellectual Property Rights protection of the operating principle of the miniaturized recycling LC system.	04/2024	50	0	50	
	Project website and social media profiles	TO01000232-V9	The communication platform used for communicating the project results with a general public. The Result includes all the backup data and multimedia files.	11/2021	33.3	33.3	33.3	
Supporting tasks	Project video	TO01000232-V10	The video file used for showcasing all the technologies developed within the Project as well as provide information about the teams involved and their facilities.	03/2024	33.3	33.3	33.3	
	First version of report "Dissemination and outreach plan"	TO01000232-V11	The internal report summarizing the planned strategies for dissemination of The Project	06/2021	33.3	33.3	33.3	

			Results in the main target groups.				
First version of report "IP, market overview, innovation potential"	TO01000232-V12		The internal report summarizing the results of monitoring of the target markets and exploitation possibilities for the Project Results.	11/2021	33.3	33.3	33.3
Scientific publications	TO01000232-V15		The collection of publications in scientific journals and poster and oral presentations at scientific symposia prepared within the Project.	10/2024	33.3	33.3	33.3