

JOINT RESEARCH AGREEMENT

Czech Technical University in Prague, with registered office at Jugoslávských partyzánů 1580/3, 160 00 Prague 6 – Dejvice, Czech Republic, unit of: **Faculty of Mechanical Engineering**, address: Technická 4, 160 00 Prague 6 – Dejvice, Czech Republic, site: **Department of Production Machines and Equipment (RCMT)**, represented by xxxxxxxxxxxxxxxxxxxxxxxxxxxx, mailing address: Department of Production Machines and Equipment (RCMT), Faculty of Mechanical Engineering, CTU in Prague, Horská 3, 128 00 Prague 2, Czech Republic (hereinafter “**CTU**”), and **Precision Machinery Research & Development Center**, with registered office at No. 27, 37th Rd., Taichung Industrial Zone Xitun District Taichung City, 407 Taiwan R.O.C., represented by xxxxxxxxxxxxxxxxxxxxxxxx (hereinafter “**PMC**”) hereby agree to enter into Joint Research Agreement (hereinafter the “**Agreement**”) under the following terms and conditions.

WHEREAS, CTU and PMC are interested in collaborating on certain research work and are willing to have certain scientists and technicians directly collaborate;

WHEREAS, the performance of joint research is consistent with instructional, scholarship, and research objectives of CTU and PMC;

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, CTU and PMC agree to enter into the joint research (hereinafter the “**Joint Research**”) as follows:

1. DEFINITIONS

- 1.1. “**Party**” means CTU or PMC, and “**Parties**” means CTU and PMC.
- 1.2. “**Research Program**” means the research program set forth in Article 2.1 of this Agreement.
- 1.3. “**Research Materials**” means those experimental materials one Party may provide the other Party in connection with the Research Program set forth in Article 2.1 of this Agreement.
- 1.4. “**Invention**” means any invention, discovery, work of authorship, software, information or data, that is conceived, discovered, and reduced to practice in the performance of the Research Program.
- 1.5. “**Intellectual Property Rights**” means any rights associated with Invention or appurtenant to ownership of intellectual property in Invention in any form, including rights granted with ownership of patents, utility models, design patents, trademarks, mask works, protectable plant varieties and plant materials, and their equivalents in all jurisdictions. Intellectual Property Right also includes copyrights for copyrightable computer program works, database works, Know-How as defined in Article 1.6. of this Agreement, and their equivalents in all jurisdictions.
- 1.6. “**Know-How**” means the technical information designated in accordance with Article 5.5 of this Agreement, including: a formula, pattern, compilation, program, device, method, technique, or process, that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.

1.7. “**Results**” means all results arising out of or relating to the Joint Research, including, but not limited to, any Invention and Know-How, materials, computer programs and databases, processes, and anything else protectable by Intellectual Property Rights.

1.8. “**Exercise**” means, with respect to Intellectual Property Rights, any activity which, but for a valid right to engage in such activity, would give rise to liability for infringement of the Intellectual Property Rights in question; and practicing of Know-How.

1.9 “**Researcher**” means person(s) who is affiliated with the Parties and is engaged in the Joint Research, and person(s) as indicated in the Appendix I of this Agreement, to which Article 2.3 of this Agreement applies.

1.10 “**Research Adjunct**” means person(s) who has been advised of and has agreed to maintain the confidential nature of the Confidential Information as defined in Article 4.2, and cooperates in the Joint Research, to which Article 2.4 of this Agreement applies.

2. CONDUCT OF JOINT RESEARCH

2.1. Research Program. Parties shall perform the following research in cooperation:

(a) Title of research as described in Appendix I of this Agreement:

(b) Purpose and contents of research and contents as described in Appendix I of this Agreement:

(c) Role sharing of research duties as described in Appendix I of this Agreement.

(d) Place for performance of research as described in Appendix II of this Agreement.

(e) Research Materials as described in Appendix III of this Agreement.

2.2. Period of Joint Research. The period of research for the Joint Research shall be from June 1st, 2025 to December 31st, 2026.

2.3. When Researchers or Research Adjuncts use the facilities or resources of the Parties, Each Party shall require its Researcher(s) or Research Adjunct(s) to follow the instructions, rules, and regulation of the Parties. Additionally, if the Researcher(s) or Research Adjunct(s) of the Parties is involved in an accident or disaster that takes place within the facilities of the Parties, Each Party shall cooperate concerning the handling and investigation of the accident or disaster.

2.4. Participation and Cooperation by Research Adjunct. When either Party needs to obtain the participation or cooperation of Research Adjunct(s) for the execution of the Joint Research, upon obtaining the consent of the other Party, the parties agree that Research Adjunct(s) may participate in the Joint Research.

2.5. Restriction of Consignment to a Third Party. Neither Party shall assign all or part of the duties of which it is in charge (including cases where Parties are in charge of the same duties) to any third party other than a Research Adjunct without the prior written consent of the other Party.

2.6. Provision of Facilities and Equipment. CTU shall provide the use of the facilities and equipment described in Appendix II of this Agreement for the use of the Joint Research.

2.6.1. CTU may accept equipment in the possession of PMC, described in Appendix II of this Agreement, from PMC for joint use in the performance of the Joint Research. Costs required for delivery and installation of the equipment shall be borne by PMC.

2.6.2. PMC shall manage the equipment brought into the facilities of CTU in accordance with the regulations and rules of CTU.

2.7. Suspension of Research or Extension of Period. Due to leave, transfer, or unavailability of the Researchers, or due to Force Majeure, including, but not limited to, an act of God, impossibility of acquisition of materials, disorder of device, and order by government, if the continuation of research is impossible or suspension of the research temporarily is unavoidable, either Party for which the relevant events arise shall notify the other Party in writing immediately of the occurrence of the relevant events, and the fact that continuation of the Joint Research has become impossible or temporary suspension of the research is unavoidable due to the event(s). In such circumstances, Parties may suspend the Joint Research or extend the period of research upon mutual agreement.

2.7.1. In the event there is no mutual agreement as referred to in Article 2.7 of this Agreement, if the events causing the disturbance in the Joint Research are not remedied after the lapse of ninety (90) days after the notification required by Article 2.7 of this Agreement, either Party may terminate the Agreement by written notification to the other Party of the termination with a notice period of 2 months, which begins on the first day of the month following delivery of the notice.

2.7.2. In the cases referred to in Articles 2.7 and 2.7.1 of this Agreement, neither Party shall be liable to the other Party for delay or default on the performance of obligations to perform the Joint Research. However, Parties undertake to settle all obligations arising from the Agreement between themselves before the termination of the Agreement (payments, return of Research Materials, etc.), unless otherwise agreed.

2.8. No Guarantee of Results. Each Party acknowledges that the primary mission of the Parties is education and the advancement of knowledge; and, consequently, the Joint Research will be performed in a manner best suited to carry out that mission. Specifically, Researchers in the Parties will determine the manner of performance of each Party's part in the Research Program and each Party does not represent or warrant that the Joint Research will be successful in any way or that any specific results will be obtained.

2.9. Same Research. Nothing in the Agreement will be construed to limit the freedom of the Parties or their Researchers, who are participants under this Agreement, from engaging in the same research made under other grants, contracts, or research agreement with parties other than the Parties.

3. CONFIDENTIAL INFORMATION

3.1. Confidential Obligation. Parties shall treat the following information as defined in Article 3.2 of this Agreement as Confidential Information, and shall not provide, disclose, or divulge the Confidential Information to any third party without prior written consent from the disclosing Party and further shall not use the Confidential Information for purposes other than the Joint Research.

3.2 Confidential Information. Confidential Information means:

(a) Technical or trade information provided from disclosing Party to receiving Party relevant to the Joint Research in any form, including, but not limited to, documentation, photographs, machine readable format including information processed or transferred by computers, materials and samples, provided that such information is marked as "Confidential" or notified as

“Confidential” orally at the time of its disclosure and in writing within twenty (20) days after its disclosure, and (b) Results.

3.3. Exemption. Notwithstanding the above defined Articles 3.1. and 3.2., any information which falls within one of the following shall not be Confidential Information:

- (a) Information already been in public domain when obtained from disclosing Party, or information that has come into public domain after its disclosure due to a reason not attributable to receiving Party;
- (b) Information properly obtained from a third party without confidential obligation to Party;
- (c) Information already obtained by receiving Party at the time of its disclosure;
- (d) Information already developed or will be developed independently by receiving Party, not utilizing a part of or all Confidential Information and which fact can be proved in writing; and
- (e) Information disclosure of which is obligatory under laws or court orders.

3.4. Unintended Disclosure. Each Party shall exert reasonable efforts to maintain the Confidential Information in confidence, except that each Party may disclose or permit disclosure of any of the Confidential Information to its directors, officers, employees, consultants, students, subcontractors and agents, who need to know such Confidential Information in the performance of the Joint Research and who have been advised of and have agreed to maintain the confidential nature of the Confidential Information. Each Party shall be deemed to have been discharged its obligations hereunder provided each Party has exerted foregoing reasonable efforts to maintain the Confidential Information in confidence and provided further each Party shall immediately, upon discovery of any disclosure unauthorized hereunder, notify to the another Party and shall take reasonable steps to prevent any further unauthorized disclosure or unauthorized use.

4. PUBLICATION

4.1. Objective. Basic objective of research activities at the Parties is creation of new knowledge and its expeditious publications for social benefit. The Parties shall provide reasonable cooperation to perform this objective.

4.2. Publication and Confidentiality. Each Party retains the right at its sole discretion to publish freely any Results if such publication complies with the conditions as defined in Article 3 of this Agreement. Researchers of each Party shall provide to another Party a copy of any manuscript thirty (30) days in advance of its publication date. The Parties may review manuscript:

- (a) whether Confidential Information is disclosed; (b) whether Know-How is disclosed; and (c) whether any patentable Invention is disclosed.

Each Party will provide comments, if any, within fourteen (14) days of receipt of the manuscript.

5. INTELLECTUAL PROPATY RIGHTS

5.1. Report of Invention. Either Party promptly reports all Inventions founded in the Joint Research to the other Party.

5.2. Ownership of Inventions.

- (a) Inventions created only by the Researchers (including Research Adjuncts; the same shall apply from this Article 5.2 of this Agreement) of one Party shall be owned by the Party to which the Researchers are affiliated (hereinafter “**Sole Inventions**”);

(b) Inventions created jointly by the Researchers of Parties shall be jointly owned by Parties (hereinafter "**Joint Inventions**"). The share of Inventions and the countries where applications of the patent rights will be made, shall be determined by discussions between Parties and the applications will be made according to the Joint Application Agreement set forth in Article 5.3 of this Agreement.

5.3. Joint Application Agreement. Parties shall execute the Joint Application Agreement separately in which necessary matters are stipulated such as the share of each Party relating to Intellectual Property Rights in Joint Inventions, selecting the Party to manage or control the joint applications, and bearing of management expenses (expenses to be paid to registration organizations, such as the Patent Office, and external patent attorneys who are not affiliated with either Party) for the acquisition and maintenance of the Intellectual Property Rights (hereinafter "**Management Expenses**").

5.4. Management Party and Management Expenses. PMC shall manage the joint application process (including, but not limited to, the application, prosecution, defense, and maintenance) in cooperation with CTU, and bear the Management Expenses of the joint application.

5.5. Designation of Know-How. Parties shall promptly engage in good faith negotiations to agree on which portions of Results should be designated as Know-How. In the event of such a designation of Results as Know-How, Parties shall determine the period of confidentiality upon consultations and specify the agreed period of confidentiality in a separate agreement.

5.6. Rights in TRP. In the event that Parties elect to establish property rights other than patents to any tangible research property ("**TRP**"), including, but not limited to, biological materials, created jointly by the parties during the course of the Joint Research, Parties will determine the disposition of rights to such property by separate agreement. Each Party will, at a minimum, reserve the right to use and distribute TRP for non-commercial research purposes.

6. GRANTING OF LICENSES

6.1. Reserve the Right to Practice Non-commercial Research. Concerning either Intellectual Property Rights solely owned by either Party or jointly owned by the Parties, either Party reserves the right to practice non-commercial research at its own discretion.

6.2. Grant of License to a Third Party. With respect to the Joint Intellectual Property Rights, if either Party wishes to grant an exclusive license or non-exclusive license to a third party, the Party who wishes to grant the exclusive license or non-exclusive license shall request, and obtain the consent of the other Party prior to granting the exclusive license or non-exclusive license. In this case, the Party who wishes to grant the exclusive license or non-exclusive license shall notify the other Party of the third party's name and the scope and conditions of the proposed license.

6.3. License fees, in the case a license is granted to a third party pursuant to preceding paragraphs in this Article, shall be distributed in accordance with the shares of each Party relating to the Intellectual Property Rights.

7. REPRESENTATIONS AND WARRANTIES

7.1. **NO WARRANTIES.** EACH PARTY ACKNOWLEDGES AND AGREES THAT (a)

EACH PARTY IS AN ACADEMIC RESEARCH INSTITUTION, THAT (b) EACH PARTY DOES NOT REPRESENT OR WARRANT THAT THE JOINT RESEARCH WILL BE SUCCESSFUL IN ANY WAY, THAT(c) ANY SPECIFIC RESULTS WILL BE OBTAINED AND THAT (d) ANY RESULTS AND ANY RESEARCH MATERIAL ARE PROVIDED AS IS AND WITH ALL POTENTIAL FAULTS. EACH PARTY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING RESULTS OR ANY INTELLECTUAL PROPERTY RIGHTS, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF PRACTICING RESULTS TO INTELLECTUAL PROPERTY RIGHTS OWNED BY ANY THIRD PARTY AND VALIDITY OF INTELLECTUAL PROPERTY RIGHTS.

7.2. **NO DAMAGES.** EACH PARTY, ITS DIRECTORS, OFFICERS, EMPLOYEES, STUDENTS AND AFFILIATES, SHALL NOT BE LIABLE FOR ANY DIRECT, IN-DIRECT OR OTHER DAMAGES SUFFERED BY PMC, ANY LICENSEE OR ANY OTHERS INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM RESULTS, RESEARCH MATERIALS, INVENTIONS, RELEVANT PRODUCT(S), LOSS OF DATA AND DELAY OR TERMINATION OF THE JOINT RESEARCH.

8. TERM AND TERMINATION

8.1 **Term.** Effective term hereof shall be during the period of research as described in Article 2.2 of this Agreement. When it is necessary to extend the research period at the time of expiration of the term, the parties may agree to renew this Agreement.

8.2. **Termination.** When either Party falls under any one of the subsequent items, the other Party may immediately terminate this Agreement:

(a)When there is a breach of this Agreement by a Party and a demand for performance of the obligations under this Agreement by the non-breaching Party within a deadline of at least thirty (30) days, and the performance is not made within the deadline;

(b)When subjected to petition for bankruptcy;

(c)When performing resolution for dissolution.

8.3 When the Joint Research is terminated or cancelled, each Party can request to return the facilities accepted pursuant to the provisions of Article 2.7.1 of this Agreement in the state as of the point of time of completion or suspension of the Joint Research.

8.4 **Survival Provisions.** The provisions of Article 5, Articles 6, Article 7 and Article 9.4 of this Agreement shall remain effective after termination of this Agreement; and the provisions of Article 3 of this Agreement shall remain effective for two (2) years after the termination hereof.

9. GENERAL PROVISIONS

9.1 **No Assignment.** Neither Party may assign all or part of the rights and obligations hereunder to any third party without the prior written consent of the other Party (including the cases where such is incidental to the assignment of business or operations).

9.2. **Notices.** Any notice or communication required or permitted to be given in accordance with

this Agreement will be in writing and, except as otherwise expressly provide in this Agreement, will be deemed given and effective (i) when delivered personally or by fax or (ii) when received if sent by email, overnight courier, or mail:

To: CTU

XXXXXXXXXXXXXXXXXXXX,

Research Center of Manufacturing Technology,

Czech Technical University in Prague

Horská 3, 128 00 Prague 2 – Albertov

TEL: XXXXXXXXXXXXXXXXX

E-mail: XXXXXXXXXXXXXXXXXXXX

To: PMC

XXXXXXXXXXXXXXXXXXXX,

Machine Tools Industry Development Division,

Precision Machinery Research & Development Center

No. 27, Gongyequ 37th Rd., Xitun Dist., Taichung City 407, Taiwan (R.O.C.)

TEL: XXXXXXXXXXXXXXXXX

E-mail: XXXXXXXXXXXXXXXXXXXX

9.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Czech Republic, with conflicting laws excluded.

9.4 Jurisdiction. If any dispute arises upon execution of this Agreement or in relation to this Agreement, Parties shall make good faith efforts to resolve the dispute in an amicable manner. Amongst disputes relevant to the Intellectual Property Rights shall be subject to the exclusive jurisdiction of court in Brussels, and other disputes in connection with the Agreement shall be subject to the exclusive jurisdiction of the court that has jurisdiction over the place of address of CTU.

9.5. Export Controls. In transferring goods and technologies, Parties shall observe the export control laws and regulations of Czech Republic and the country where PMC is located. If required by export control laws and regulations of Czech Republic and the country where PMC is located, each Party shall obtain approval for export of goods and technologies which are to be transferred for the purposes of cooperative activities under this Agreement.

9.5.1. Neither Party shall use or permit any third party to use goods and technologies obtained under this Agreement, for the purposes of developing and manufacturing nuclear weapons, chemical weapons, biological weapons, or missiles to transport such weapons.

9.6. Force Majeure. Neither Party shall be responsible to the other party for failure to perform any of the obligations imposed by this Agreement, provided such failure shall be occasioned by fire, flood, explosion, lightning, windstorm, earthquake, subsidence of soil, failure or destruction, in whole or in part, of machinery or equipment, or failure of supply of material, discontinuity in the supply of power, governmental interference, civil commotion, riot, war, strikes, labor disturbance, transportation difficulties, labor shortage, pandemy or any cause beyond its reasonable control.

9.7. No Waiver. Even if either party fails to request performance of the obligations under this Agreement by the other Party as stipulated in the provisions of this Agreement or delays in requesting such, such provisions shall not be affected whatsoever by the failure. Waiver of rights by Each Party for breach of any provision hereof shall not be deemed as waiver of rights to the continuous breach of said provisions.

9.8. Entire Agreement. The Agreement contains a final and complete agreement between Parties, and supersedes all prior agreements or determinations between Parties in relation to the matters as set forth herein. The Agreement may be amended solely when Parties hereto truly agree in writing.

IN WITNESS WHEREOF, Parties hereto have caused Agreement to be executed in duplicate counterpart original by dully authorized representatives, with validity on the date of their signature and effective on the day of publishing of the Agreement in the public administration information system determined for publishing contracts in accordance with Act No. 340/2015 Coll., on Special Conditions for Effectiveness of Some Contracts, Publication of These Contracts and on the Register of Contracts (Contract Register Act), as amended (hereinafter referred to as the “Register of Contracts”). Parties hereof are fully aware of the legal duty to publish the Agreement in the Register of Contracts, and they agree that CTU shall send the Agreement to the administrator of the Register of Contracts to be published pursuant to provision of Section 5 of Contract Register Act without undue delay, but not later than 3 months from the date of its conclusion.

[CTU]

[PMC]

BY: xxxxxxxxxxxxxxxxxxxx

TITLE: xxxxxxxxxxxxxxxxxxxx

BY: xxxxxxxxxxxxxxxxxxxx

TITLE: xxxxxxxxxxxxxxxxxxxx

DATE 28. 3. 2025

DATE 28. 3. 2025