

## **Agreement on Participation in Solution of Project**

### **“Research and development of the electroformed biomimetic materials with gradient and composite composition for biomedical applications and smart manufacturing”**

(hereinafter referred to as „the Agreement”)

#### **Article I**

##### **The Contractual Parties**

###### **1. Main Support Recipient**

Electroforming s.r.o.

Address: 1. máje 182, 54901 Nové Město nad Metují, Czech Republic

Id. No.: 27514391 Tax Id. No.: CZ27514391

Represented by: Ing. Lukáš Vojtěch, Ph.D., CEO

(“Recipient”)

**and**

###### **2. Other Participant in the Project – Partner 1**

České vysoké učení technické v Praze (Czech Technical University in Prague)

Registered Office: Žitkova 1903/4, 166 36 Prague 6, Czech Republic

Id. No.: 68407700 Tax Id. No.: CZ68407700

Faculty of Mechanical Engineering

Address: Technická 4, Prague 6

Represented by: prof. Ing. Michael Valášek, DrSc., Dean of the Faculty of Mechanical Engineering

(“Partner 1”)

**and**

###### **3. Other Participant in the Project – Partner 2**

National Chung Cheng University

Address: 168 University Rd., Ming-Hsiung Chia-Yi, 62102, Taiwan

Country: Republic of China

Id. No.: 20000000 Tax Id. No.: 06313774

Represented by: Professor Yeau-Ren Jeng, Professor at the Department of Mechanical Engineering

(“Partner 2”)

**and**

###### **4. Other Participant in the Project – Partner 3**

Industrial Technology Research Institute (ITRI)

Address: 195, Sec. 4, Chung Hsing Rd., Chutung, Hsin-Chu, 31040, Taiwan

Country: Republic of China

Id. No.: 30000000 Tax Id. No.: 02750963

Represented by: Chii-Wann Lin, Director at Biomedical Technology and Device Research Laboratories (BDL)

(“Partner 3”)

and

#### **5. Other Participant in the Project – Partner 4**

Creating Nano Technologies Inc.

Address: N59 Alley 21 Lane 279, Chung Cheng Road, Yung Kang Dist., Tainan, Taiwan

Country: Republic of China

Id. No.: 10000000 Tax Id. No.: 29185224

Represented by: Yih-Ming Hsu, General Manager

("Partner 4")

("Partner 1" - "Partner 4" = "Partners")

#### **Preamble**

The Contractual Parties cooperate in the implementation of Project No. TF05000024 entitled "Research and development of the electroformed biomimetic materials with gradient and composite composition for biomedical applications and smart manufacturing" ("Project"), which the Recipient submitted in the 5<sup>th</sup> public tender of the Program for Support of Applied Research and Experimental Development of "DELTA" 2017 Program ("Support Program"), as announced by the Technological Agency of the Czech Republic (TA CR, hereinafter "Provider"). Under this Agreement, the Recipient will conclude with the Provider an Agreement for Provision of Support for Solution of Program Project ("Agreement on Provision of Support").

If the Provider provides support to implement the Project, the Contractual Parties undertake herein to cooperate in its implementation and, further, to cooperate in the use of the Project outcomes.

#### **Article II**

##### **Subject Matter of Agreement**

- 2.1 The subject matter of this Agreement is to define the mutual rights and duties of the Contractual Parties, i.e. the Recipient of the one part and the Partners of the other part, in their cooperation in the solution of the Project.
- 2.2 The subject matter of this Agreement is to stipulate the mutual rights and duties of the Contractual Parties in particular with respect to (i) rights to intangible property (e.g. intellectual property) necessary for the solution of the Project and (ii) rights to intangible property created in the course of the Project (or other outcomes of the Project) and its use.
- 2.3 The nature, purpose, goal and outcome of the Project are specified in detail in the Project proposal, which is registered in the information system of the Provider. The Contractual Parties declare that are familiar with the Project proposal and agree with the binding parameters of the Project proposal.

#### **Article III**

##### **Terms and Conditions of Cooperation between Parties**

- 3.1 The Contractual Parties will cooperate in compliance with the proposed Project and other conditions and documents binding for the Project. The Contractual Parties have become acquainted with the content of the Project, including the Project application and all program conditions, before signing this Agreement.

- 3.2 The Contractual Parties undertake to use best effort in order to accomplish the purpose, goal and outcome/outcomes of the Project.
- 3.3 The Contractual Parties undertake to act and perform in a manner that will not jeopardize the implementation of the Project and the interests of the individual Contractual Parties.

#### **Article IV**

##### **Structure of Project – Solver and Co-Solvers**

- 4.1 The person/entity responsible for the scientific solution of the Project on the Recipient's part is the leading solver:  
Ing. Bc. Lukáš Vojtěch, Ph.D., email: \_\_\_\_\_, telephone: \_\_\_\_\_,  
address: Electroforming s.r.o., 1. máje 182, Nové Město nad Metují 54901, Czech Republic.
- 4.2 The person/entity responsible for the scientific solution of the Project on the Partner 1's part is the leading solver:  
\_\_\_\_\_ email: \_\_\_\_\_, telephone: \_\_\_\_\_,  
address: Faculty of Mechanical Engineering, Czech Technical University in Prague, Technická 4  
16607 Praha 6, Czech Republic.
- 4.3 The person/entity responsible for the scientific solution of the Project on the Partner 2's part is the responsible solver:  
Prof. Yeau-Ren Jeng; e-mail: \_\_\_\_\_; telephone: \_\_\_\_\_;  
address: 168 University Rd., Ming-Hsiung Chia-Yi, 62102, Taiwan
- 4.4 The person/entity responsible for the scientific solution of the Project on the Partner 3's part is the responsible solver:  
Chii-Wann Lin; e-mail: \_\_\_\_\_; telephone: \_\_\_\_\_;  
address: 195, Sec. 4, Chung Hsing Rd., Chutung, Hsin-Chu, 31040, Taiwan
- 4.5 The person/entity responsible for the scientific solution of the Project on the Partner 4's part is the responsible solver:  
Yih-Ming Hsu Lin; e-mail: \_\_\_\_\_; telephone: \_\_\_\_\_;  
address: N59 Alley 21 Lane 279, Chung Cheng Road, Yung Kang Dist., Tainan, Taiwan
- 4.6 All above identified solvers are involved in the activities necessary for the successful solution of the Project in compliance with the approved Project proposal.

#### **Article V**

##### **Project Management, Involvement of Individual Contractual Parties in Project**

- 5.1 The Recipient is the Project submitter and applicant for the provision of support in the Czech Republic. The Recipient shall conclude an Agreement on Provision of Support with the Provider. The Recipient is the coordinator of the Project and provides for administrative cooperation with the Provider in the Czech Republic. The Partners are the applicants for the provision of support in sample preparation and experimental testing and terms and conditions for the provision of support for the Partners arise from legal regulations and conditions of the provider in the country where the support is provided.
- 5.2 The Partners undertake to exercise best efforts to implement the Project, and to act in a manner that will not jeopardize the implementation of the Project and the interests of the

Recipient. The Recipient undertakes to exercise all necessary efforts to implement the Project, and to act in a manner that will not jeopardize the implementation of the Project and the interests of the Partners. The Contractual Parties undertake that, as part of the cooperation in the Project solution, they will perform, within the set deadlines and defined extent, the activities leading to the Project implementation as specifically determined in the Project or, as the case may be, other activities as necessary or needed for the Project implementation.

## **Article VI**

### **Course and Evaluation of Project**

- 6.1 For the purposes of verification and evaluation of progress in the Partners cooperation in the solution of the Project, the Partners are obligated to submit to the Recipient all relevant information and documents necessary for the Recipient to prepare:
- (a) Interim reports;
  - (b) Extraordinary reports;
  - (c) A final report; and
  - (d) Other reports, if the Recipient so requests.
- 6.2 With respect to the reports referred to in para 6.1., the Partners are obligated to adhere to the instructions of the Recipient concerning the content and structure of the reports and deadlines for their submission and, further, to submit the reports in such a form that they could be published, as the case may be, either by the Recipient or the Provider.
- 6.3 For the purposes of verification and evaluation of progress in the Recipient's cooperation within the solution of the Project, the Recipient is obligated to submit to the Partners reports on the performance of the Project pursuant to the program conditions in the country where the Partners are the support recipient. The Partners are obligated to inform the Recipient about these conditions for the submission of reports before commencement of the solution of the Project.

## **Article VII**

### **Rights and Duties of Contractual Parties**

- 7.1 The Contractual Parties are obligated to inform each other about all changes concerning the Project, any inability to perform obligations arising out of the Agreement duly and in a timely manner and about all material changes and facts that could affect the solution and goals of the Project, namely any changes in its good standing, no later than 4 calendar days from the day on which they become aware of such a change or fact. The Contractual Parties are further obligated to prove at any time that they continue to be qualified to participate in the solution of the Project.
- 7.2 All Contractual Parties undertake to archive documents relating to the Project for at least 5 years from the time of the completion of the Project.

## **Article VIII**

### **Intellectual Property**

- 8.1 This Agreement governs the rights of the Contractual Parties to intellectual property existing before the conclusion of the Agreement and sets forth the rules of utilization of such intellectual property for the purposes of implementation of the Project; further, the Agreement governs the rights to intellectual property that will be created during the term hereof and that will become the property of the Contractual Parties having created it.

- 8.2 Intellectual property for the purposes of this Agreement means any outcome of intellectual activity, based on which any objectively perceivable intangible property is created. In particular, this include inventions, technical solutions protected as a utility model, industrial designs, innovations and rationalization proposals, biotechnological inventions, trademarks, copyrighted works, know-how and other outcomes of an intellectual activity.
- 8.3 Intellectual property owned by individual Contractual Parties before the conclusion of the Agreement which is necessary for the implementation of this Project or the utilization of its outcomes, shall remain the property of the such Contractual Party, however such Contractual Party shall permit the others Contractual Parties to use any of its intellectual property to the extent as necessary for the purposes of implementation and for the duration of the Project.
- 8.4 The Contractual Parties have agreed that any intellectual property resulting from the performance of tasks under the Project or created within the scope of the Project shall become the property the Contractual Party whose employees have created such intellectual property. The Contractual Parties shall notify each other of every case of creation of such intellectual property and the Contractual Party having rights to such intellectual property shall bear the costs of filing any applications (for protection thereof) and costs of relating proceedings.
- 8.5 If, during the performance of tasks under the Project, any intellectual property is created as a result of mutual collaboration of employees of certain/all Contractual Parties, such intellectual property shall become jointly owner intellectual property of certain/all Contractual Parties, whereas the proportion of their property interests in such intellectual property shall correspond to efforts exerted by each Contractual Party's employees for creation of such intellectual property. The Contractual Parties shall provide mutual assistance to each other in the preparation of applications, including foreign applications, for protection of such jointly owned intellectual property. The Contractual Parties shall share all costs of filing of applications and costs of relating proceedings in the proportion of their property interests in such jointly owned intellectual property.
- 8.6 If either Contractual Party is not interested in filing an application (for protection of intellectual property), the others Contractual Parties may request that the right to file such an application be transferred to it. The Contractual Parties will then negotiate the terms and conditions of such transfer (of the right to file an application) before such transfer takes place. The Contractual Parties shall provide mutual assistance to each other in the preparation of applications, including foreign applications. The Contractual Party to which the right to file an application has been transferred bears the costs of filing of applications and costs of relating proceedings.
- 8.7 The Contractual Parties undertake to use or permit use of the Project results in accordance with their respective interests and the interests of the Provider, while respecting the necessary protection of rights to Intellectual property items and confidentiality.
- 8.9 Provided that intellectual property created during the implementation of the Project belong to certain/all Contractual Parties (jointly owned intellectual property), all joint owners will decide unanimously on the exercise of such rights; none of the joint owners is entitled to exercise such rights without the consent of the other joint owners. The Contractual Parties undertake to use their best efforts to make an agreement regarding joint exercise of rights to jointly owned intellectual property. Consent by all joint owners is always required for valid conclusion of a

license agreement with a third party. Consent by all joint owners is also required for transfer of rights to jointly owned intellectual property to a third party. Transfer of the interest of any of the joint owners to another joint owner does not require the consent of the others. A joint owner may only license, transfer of rights, and transfer its interest to a third party by a prior written consent from the other joint parties.

#### **Article IX**

##### **Ensuring Protection of Information and Outcomes Obtained in Connection with Project**

- 9.1 The Contractual Parties undertake to provide each other with all information as necessary to carry out the activities hereunder, information on the activities under the Project and their outcomes. Unless the Contractual Parties agree otherwise in a particular case, all information that one Contractual Party obtains from the others Contractual Parties which is not in the public domain is considered to be confidential (“Confidential Information”) and the Contractual Party that has obtained such Confidential Information is obligated to maintain confidentiality with respect to it and ensure it has sufficient protection against unauthorized access; it must not disclose such Confidential Information to any other person/entity, save for its employees and other persons who are in charge of conducting activities under the Agreement and with whom the respective Contractual Party has concluded a confidentiality agreement with a scope similar to that stipulated for the Contractual Parties by this Agreement, and it shall not use the Confidential Information for any purpose other than the performance of activities under this Agreement.
- 9.2 Duties pursuant to para 9.1 apply without any change and remain valid for a period of 5 years after the termination of effectiveness of the other provisions of this Agreement, notwithstanding the reason for such termination.

#### **Article X**

##### **Liability for Damage**

- 10.1 The Contractual Parties acknowledge that a breach of a duty by a Contractual Party may result in the other Contractual Party incurring damage, and undertake to compensate the other Contractual Party for any damage so caused.

#### **Article XI**

##### **Final Provisions**

- 11.1 This Agreement becomes valid on the date of its signature by all Contractual Parties and effective as of the publishing in the Register of Contracts pursuant to the Act.340/2015, Coll., on the Register of Contracts . The Agreement is concluded for the duration of the Project and for three years after the completion of the Project, until 31 December 2022. The Contractual Parties have agreed that those provisions of the Agreement which were apparently intended by the Contractual Parties to survive after the termination or expiry of the Agreement shall remain valid and effective.
- 11.2 The Contractual Parties have agreed to settle any disputes arising out of the implementation of the Agreement by mutual agreement. Should such amicable settlement prove to be impossible within a reasonable amount of time, either Contractual Party is entitled to submit to jurisdiction in the domicile of defendant and shall be governed by and construed in accordance with the defendant's country law. The language to be used in the proceedings shall be in English.

- 11.3 The Agreement may cease to exist upon full discharge of all obligations by all Contractual Parties arising hereunder, and/or by a written agreement of the Contractual Parties in which the Recipient and the Partners agree upon the terms and conditions of the termination of the Agreement.
- 11.4 Any relationships not provided for by this Agreement shall be governed by valid laws and regulations of the defendant's country law (Czech Republic or Taiwan ROC).
- 11.5 Changes and amendments to the Agreement may be made solely by agreement of the Contractual Parties in the form of written numbered amendments to the Agreement. The Partners are not entitled to transfer rights and duties hereunder to a third party without the prior written agreement of the Recipient.
- 11.6 The Agreement is made in ten copies with the validity of the original, with each Contractual Party receiving two copies.
- 11.7 The Contractual Parties hereby declare that they have read through the whole Agreement, agree with the text and further represent that this Agreement has been concluded in full compliance with their internal policies and that they are fully aware of the obligations they assume by concluding this Agreement.

In Prague on \_\_\_\_\_

For Recipient:

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Ing. Bc. Lukáš Vojtěch, Ph.D.  
CEO, Electroforming s.r.o.

In Prague on \_\_\_\_\_

For Partner 1:

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Prof. Ing. Michael Valášek, DrSc.  
Dean, Faculty of Mechanical Engineering  
České vysoké učení technické v Praze

In Chia-Yi, Republic of China on 2017/12/12

For Partner 2:

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Prof. Yeau-Ren Jeng  
Professor  
Department of Mechanical Engineering  
National Chung Cheng University



In Hsin-Chu, Republic of China on 2017/12/12

For Partner 3:

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Chii-Wann Lin  
Director  
Biomedical Technology and Device Research  
Laboratories (BDL)  
Industrial Technology Research Institute (ITRI)

In Hsin-Chu, Republic of China on 2017/12/12

For Partner 4:

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Yih-Ming Hsu  
General Manager  
Creating Nano Technologies Inc.