

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as “MOU”), is made and entered into as of 05th November 2021.

BETWEEN: **Tachyum s.r.o.**, registered seat Karadžičova 7609/14, 821 08 Bratislava - mestská časť Staré Mesto , BIN: 51780 747, registered in the Commercial Register of the District Court Bratislava I, Section Sro, Insert No. 129461/B

AND **Technical University of Košice**, registered seat Letná 1/9, 042 00 Košice - Sever, identification number: 00 397 610, registered as Public higher education institution under Act No. 131/2002 Coll. on higher education, amending certain acts, as amended.

(each the “Party”, and collectively “Parties”)

BACKGROUND:

This MOU is a statement of intent and should not be interpreted as a binding agreement. It does not create legal obligations between the Parties. It is established for the mutual benefit of the co-operation between the Parties. This MOU will establish the basic terms to be used in a future agreement between the Parties. The terms contained in this MOU Document are not comprehensive and it is expected that additional terms may be added, and existing terms may be changed or deleted. The basic terms are as follows:

Goals and objectives

- Mutual ambition is to tackle an open platform in the area of supercomputers, scientific research activities in the field of Big Data and artificial intelligence (AI), which is primary established to support creating and improving of innovations in the concerned sectors and participating in cooperation with other leaders in these areas.
- Technical University of Košice in AI space could produce papers which will get to top of the world positions and citations. They may contribute to open-source public projects and became knows as well as Other well-known university.
- Participation in legislative processes in the issuance of generally binding legal regulations that affect the activities of the members of the I4DI (hereinafter referred to as “Association”) within the scope of activities of the Association at European Union as well as national level.
- Technical University of Košice may be open to be eligible for additional EU programs as well as to be perform in wide range of activities in the area of supercomputers, Big Data and AI funded by the European Union.

Roles and responsibilities

- To support the education of the young scientific generation by making jointly acquired scientific knowledge in the field of supercomputers, Big Data and AI – Students and teacher can work with the latest technology in the world.

- To be an active supporter of research and development in the field of supercomputers, Big Data and AI – Students can actively join every possible project, which can be adjusted by I4DI; University can create project and to be a supervisor of research and development in terms of supercomputers, Big Data and AI.
- To be helpful in creating strategies and directions in the areas of supercomputers, Big Data and AI - be actively involved in framework of business development.
- Actively publish jointly achieved results in professional journals and present them in Newsletters, at various events and upcoming conferences.
- Be actively involved in development of construction of supercomputer centers in Slovakia. -
- Identification of possible opportunities in the field of Research and Development – take leadership role with EU and Slovak Institution
- Involvement of the University in the scientific research work of the Association with the support of the Private sector.
- Sharing contacts with Private sector. Association could be good tool how to help University to get more Business sponsors.
- Association can give the training program to the students and ask them to participate in exchange program with Tachyum US.

Duration of the MOU

This MOU will come into force on the day of its signing by authorized representatives of the Parties (unless the relevant legal regulations on mandatory publication of contracts provide otherwise) and will be effective on the day following the day of its publication in accordance with Act No. 546/2010 Coll. in connection with Act 211/2000 Coll. The MOU will continue to apply until termination by either Party on the giving of 1 month's written notice to the other.

Non-Binding

This MOU does not create a binding agreement between the Party and will not be enforceable. Specific details of any activity or project under this MOU will be set forth in a separate agreement. Only the future agreement, duly executed by the Parties, will be enforceable. The terms and conditions of any future agreement will supersede any terms and conditions contained in this MOU. The Parties are not prevented from entering into negotiations with other third parties with regard to the subject matter of this MOU.

The implementation of sub-projects in the areas of cooperation is conditional on the conclusion of separate implementing agreements jointly negotiated by the Parties in accordance with this MOU and in accordance with applicable law. Each implementation contract prepared in accordance with the areas of this MOU will contain a definition of the specific rights and obligations of the parties in the implementation of the project. The individual implementation agreements will take into account the position of the contracting parties, in particular the public nature of the Technical University of Košice. For the avoidance of doubt, neither party is obliged to conclude an implementation agreement in accordance with the MOU.

Dispute resolution

If a dispute or difference arises between the Parties out of or in connection with this MOU, either Party may give the other a written notice specifying the dispute or difference.

Within 60 days of the date of the notice, a person holding a position of senior management of each Party must meet and undertake negotiations in good faith and on a without prejudice basis with a view to resolving the dispute or difference.

Variation

The Parties may agree to vary any of the requirements of this MOU. Such amendments in the form of numbered amendments, will come into force on the day of its signing by authorized representatives of the Parties (unless the relevant legal regulations on mandatory publication of contracts provide otherwise) and will be effective on the day following the day of its publication in accordance with Act No. 546/2010 Coll. in connection with Act 211/2000 Coll.

Advertising and announcements

Unless required by law, an announcement, circular or other public disclosure including promotional materials such as newsletters, brochures, flyers, or annual reports, referring to the contents or subject matter of this MOU, must not be made or permitted by a Party without the prior written approval of the other Party.

Confidentiality

This MOU does not grant either Party any right to use any intellectual property, including, but not limited to, the other Party's patents, copyrights, rights to use the trademarks or trade names of the other Party. The Parties may use the results of mutual cooperation under this MOU only with the written consent of the other Party, provided that the implementation agreements concluded for individual projects may regulate the conditions for the use of joint results of individual projects in more detail.

For the purposes of exchanging confidential information in the framework of the implementation of this MOU and other implementing agreements, the Parties shall conclude an Additional Non-Disclosure Agreement, which further sets out the protection regime and conditions under which the Parties may exchange confidential information.

This MOU accurately reflects the understanding between the Parties and is made in two counterparts.

In Košice on 5th November 2021
Tachyum s.r.o.

In Košice on 5th November 2021
Technical University of Košice

Dr. Radoslav Danišák
Chief Executive Officer (CEO)

Dr. h. c. prof. h. c. prof. Ing. Stanislav Kmeť, DrSc.
Rector