

Framework Agreement on Mutual Cooperation No. 21/03001/2022-SPOL

concluded according to Section 269 of the Commercial Code (Act No. 513/1991 Coll.), as amended

Parties:

Name/business name:	IPsoft Slovakia s.r.o.
Address:	Palisady 32, 81106 Bratislava, Slovakia
Statutory representative:	Chetan Dube
Authorized representative to sign:	Milan Oselsky
Comp-Id. No.:	50479695
Tax Id. No.:	2020820505
VAT Id. No.:	SK 2020820505
Bank connection, IBAN:	SK8909000000005033229461
Person responsible for contract fulfilment:	Milan Oselsky
Established/registered:	District Court Kosice I, Section: Sa, Insert No. 1574/V

(Hereinafter referred to as IPsoft Slovakia s.r.o.)

and

Name/business name:	Technical university of Košice
Address:	Faculty of Mechanical Engineering
Statutory representative:	Letná 1/9, 042 00 Košice-Sever, Slovak Republic
Authorized representative to sign:	Dr. h. c. prof. h. c. prof. Ing. Stanislav Kmeť, DrSc., Rector
Comp-Id. No.:	Dr.h.c. mult. prof. Ing. Jozef Živčák, PhD., MPH, Dean
Tax Id. No.:	00397610
VAT Id. No.:	2020486710
Bank connection, IBAN	SK 2020486710
Established/registered:	Treasury, SK35 8180 0000 0070 0015 1492

(Hereinafter referred to as FME TUKE)

conclude

the framework agreement on mutual cooperation to specify main areas and forms of cooperation.

Preamble

In order to improve quality of the educational process and scientific research activities with a view to applying the most up-to-date knowledge of science and education, the Parties agree on a common approach to ensure cooperation in the field of scientific research, education, entrepreneurship and interconnection of theory and practice. Part of this process will be the cooperation in realization of professional activities of students and employees of FME TUKE in fields corresponding to activities performed in the company.

1. **IPsoft Slovakia s.r.o.** is registered in the Commercial Register of the District Court Kosice I, Section: Sa, Insert No. 1574/V., operating in the following areas:

- Artificial Intelligence
- IT services

2. **The Faculty of Mechanical Engineering of the Technical University in Košice (hereinafter referred to as FME TUKE)** is an educational, research and innovation institution with a strong potential in many fields of engineering, especially in engineering technology, materials, product and service innovation, technology transfer, automation, mechatronics, robotics, manufacturing technology, experimental and numerical modelling, industrial, digital, environmental, energy and biomedical engineering, but also in other areas of interdisciplinary research.

FME TUKE has accredited 3 levels of higher education and according to provisions of the Act No. 131/2002 Coll. on universities and its amendment has the right to carry out activities related to its educational activities, research, development and other activities serving for more efficient use of human resources and property.

Article I

Subject of the contract

1. The subject of the Framework Agreement on Cooperation is to create a framework for active cooperation between IPsoft Slovakia s.r.o. and FME TUKE, application of science and research knowledge in solving current and conceptual tasks IPsoft Slovakia s.r.o., improving education of FME TUKE students during their studies, training of IPsoft Slovakia s.r.o. employees, ensuring the link between theory and practice as well as cooperation in carrying out professional activities of the Contracting Parties and solving tasks arising from the needs of the Contracting Parties.
2. The Parties agree that mutual cooperation will be conducted in purposeful and mutually beneficial forms between individuals, specific groups, departments and institutes of the faculty and organizational units of IPsoft Slovakia s.r.o., depending on the nature of the joint activities.
3. Areas and forms of cooperation:
 - (a) Research and development – harmonize research activities leading to mutual benefit, using intellectual, material, technical and spatial resources of the Parties in the following forms, provided that all details and conditions of such potential cooperation will be agreed under a separate, specific contract:
 - *cooperation between the Parties to exchange relevant scientific information in fields where both entities operate;*
 - *cooperation in the organization of Slovak and international professional and scientific events,*
 - *mutual assistance and advice in the construction of technology parks and equipment and, where appropriate, mutual lending of equipment to streamline scientific cooperation and ensure synergy,*
 - *selection of common areas of research in which joint scientific cooperation will subsequently be developed. Conditions for solving joint research tasks may be agreed by separate, specific contracts.*

- *preparation and solution of joint scientific projects,*
 - *joint research and development and subsequent transfer of basic and applied research results into practice.*
 - *cooperation leading to the creation of common products*
- b) Education – exploit the results of joint research activities also in the field of higher education in the following forms, provided that all details and conditions of such potential cooperation will be agreed under a separate, specific contract:
- *IPsoft Slovakia s.r.o. within the limits of their technical and personnel capabilities, will be able to complete professional experience in their operations for selected students participating in joint research tasks, as well as make excursions and provide expert commentary on the workplace, internships, work experience courses and practical experience teaching in order to gain deeper knowledge of professional issues,*
 - *IPsoft Slovakia s.r.o. may be involved in training of bachelors, diploma students and scientific training of PhD students if their work is related to joint research tasks or these works are solved in cooperation of FME TUKE with practice representatives in solving students' final works based on practice requirements,*
 - *IPsoft Slovakia s.r.o. in the framework of Student scientific professional activity carried out at the FME TUKE will appreciate the successful bachelor or diploma thesis solved under this contract by a price based on mutually agreed criteria,*
 - *FME TUKE will provide training for IPsoft Slovakia s.r.o. employees if necessary,*
 - *FME TUKE will enable, in agreement with IPsoft Slovakia s.r.o. , its employees to participate in the educational process taking place in FME TUKE in the form of lectures and seminars,*
 - *FME TUKE will create conditions for the presentation of IPsoft Slovakia s.r.o. at the faculty in order to inform students about possibilities of graduation practice, solving the final works and possibilities of employment of graduates in IPsoft Slovakia s.r.o. after graduation.*
- c) Business area – harmonize joint activities leading to effective use of intellectual, material-technical and spatial resources of both contracting parties in the following forms, provided that all details and conditions of such potential cooperation will be agreed under a separate, specific contract:
- *mutual solving of commercial tasks, or joining joint consortia with third parties to participate in commercial tasks,*
 - *mutual personnel assistance and mutual lending of instrumentation for the purpose of solving commercial tasks,*
 - *mutual advisory and expert activities.*

Article II

Financial, material and organizational arrangements for cooperation

1. Individual forms of cooperation will be implemented on the basis of separate cooperation agreements for individual projects and activities. The contracts shall specify organizational, methodological, technical, financial and time requirements for cooperation.
2. The financing of activities undertaken under this Agreement shall be secured by each Party from its own resources or from funds obtained as part of the solution of joint domestic and foreign projects or from commercial activities.

Article III

Legal arrangements for cooperation

1. The Parties agree that it is their immediate obligation to provide maximum cooperation in the preparation of joint activities referred to in Article I of this Agreement, including all information necessary for the preparation of joint project plans.
2. At the same time, the Parties agree to appoint authorized representatives to cooperate in activities defined in Article I of this Agreement, who shall be primarily responsible for the preparation and implementation of joint activities. These are:
 - a) *assoc. prof. Ing. Ján Král', PhD. for FME TUKE,*
 - b) *Milan Oselsky for IPsoft Slovakia s.r.o.*
3. The results of solutions that arise during the cooperation and which may be the subject of intellectual property shall be protected under provisions of the Act No. 185/2015 Coll. Copyright Act, as amended, Act No. 435/2001 Coll. on patents, supplementary protection certificates and on amendments to certain acts (the Patent Act), as amended, Act No. 517/2007 Coll. on utility models and on amendments and supplements to certain acts, as amended, and other industrial and legal regulations.
4. If results of the solutions, which will be the subject of patent applications, inventions, etc., arise during the solution of joint research tasks, these will be the joint property of the Contracting Parties.
5. The Contracting Parties agree that this contract and the relations arising therefrom, or related relations are governed by Slovak law, or, in parts not regulated by this Agreement, by provisions of the Commercial Code that are closest to them in terms of content.
6. FME TUKE and IPsoft Slovakia s.r.o. hereby declare that they are acquainted with all anti-corruption, antitrust and anti-monopoly legislation and legal provisions regulating money laundering (collectively as "anti-corruption legislation") and criminal law, and that they will comply with these regulations.
7. FME TUKE hereby declares that they have not and will not, directly or indirectly, offer, promise or grant any payments or other benefits or favours to a public or private person in order to influence their official conduct, to encourage the public or private person to exercise their influence in contact with public administration institutions or agencies or provide an undue advantage to IPsoft Slovakia s.r.o. business.
8. IPsoft Slovakia s.r.o. and FME TUKE have entered into this Agreement for the purpose of cooperation expressly, provided that such cooperation does not violate any anti-corruption or criminal law regulations. Any breach of anti-corruption or criminal law will be deemed to be a material breach of this Agreement, which may terminate this Agreement at any time with immediate effect.

Article IV

Resolution of disputes

1. The Parties undertake to resolve disputes, or dispute issues concerning the fulfilment of the content and meaning of this Agreement, preferably by mutual negotiation and conclusion of the Agreement. Amendments to the Agreement shall be provided in the form of a written amendment to this Agreement. Disputes of a professional and organizational nature are preferably handled by persons responsible for performance of the Agreement.

Article V

Information on personal data processing

1. The legal basis for the processing of personal data of IPsoft Slovakia s.r.o. is Art. 6 of Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (hereinafter referred to as "GDPR") and 13(1)(b) of the Act No. 18/2018 Coll. on the protection of personal data and on amendments and supplements to certain acts, as amended; processing of personal data of IPsoft Slovakia s.r.o. is necessary for the execution and performance of the subject of this Agreement.
2. The provision of personal data is necessary for proper conclusion and performance of this Agreement, the failure to provide personal data results in the non-conclusion of this Agreement.
3. Personal data of IPsoft Slovakia s.r.o. are processed for the period of validity and effect of this Agreement and are subsequently deleted according to valid University Regulations upon the termination of the Agreement.
4. Information on the right of access, rectification, deletion, restriction on the processing of personal data and other information under Article 13 of the GDPR and Section 19 of the Act No. 18/2018 Coll. on the protection of personal data and on amendments and supplements to certain acts, as amended, are available at the TUKE website: http://www.tuke.sk/wps/portal/tuke/university/legislativa-university/protection_personal_data, or can be obtained via e-mail: responsible.person@tuke.sk.

Article VI Final provisions

1. This Mutual Cooperation Agreement is concluded for an indefinite period.
2. The contract may be terminated by either party without giving a reason, with a 1 month notice period commencing on the first day of the month following the delivery of the notice to the other Party.
3. The content of the Agreement may be changed or supplemented only in the form of written amendments signed by the statutory representatives of both Contracting Parties. Legal relations of the Contracting Parties, which are not regulated in this Agreement, are governed by the law of the Slovak Republic, in particular provisions of the Act No. 513/1991 Coll. Commercial Code, as amended, as well as other generally binding legal regulations.
4. The Agreement is made in two copies; each Contracting Party receives one copy.
5. This Agreement is an obligatory published contract according to Section 5a of the Act No. 211/2000 Coll. on Free Access to Information and on Amendments to Certain Acts, as amended.
6. The Framework Agreement on Mutual Cooperation is valid on the day of its signature by authorized representatives of the Parties and effective as of the day following its publication in the Central Register of Contracts maintained by the Office of the Government of the Slovak Republic pursuant to Section 47a of the Act No. 40/1964 Coll. Civil Code as amended and the Act No. 211/2000 Coll. on Free Access to Information and on Amendments to Certain Acts, as amended.
7. The Parties to the Agreement declare that they are authorized to sign this Agreement, that they have read it and agree with its content, have not concluded it in distress even under particularly unfavourable conditions and sign the Agreement by hand.

In Košice on 24.06.2022

Dr.h.c. mult. prof. Ing. Jozef Živčák, PhD., MPH
Dean FME TUKE

In Kosice on 16.8.2012

Milan Oselsky
Head of Operation, IPsoft Slovakia s.r.o

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