

# MEMORANDUM OF UNDERSTANDING

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THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MOU"), is made and entered into as of,

**BETWEEN:** **VISSIM s.r.o.**, registered seat 1. Mája 4269, 031 01 Liptovský Mikuláš, organisation identification number: 48 232 513, registered in the Commercial Register of the District Court Žilina, Section Sro, Insert No. 64124/L, represented by Per Arne Henaes – Chief Executive Officer (CEO)

**AND** **Pavol Jozef Šafárik University in Košice**, registered seat Šrobárova 2, 041 80 Košice, organization identification number: 00 397 768, public institution established by Act no. 361/1996 Coll., represented by prof. MUDr. Daniel Pella, PhD. – Rector (hereinafter referred to as "University")

(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 promote cooperation in the area of Data Science.
- The aim of the Parties is to develop common competencies in the area of Data Science and create an effective and sustainable collaboration platform.
- The Parties will cooperate on the development and promotion of study programmes preparing professionals in the field of Data Science.
- Faculty of Science and other relevant University units 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 Data Science.
- The Parties and their units could produce papers related to the common research and projects.

## **Roles and responsibilities**

- To support the education of the young scientific generation by making jointly acquired scientific knowledge in the field of Data Science.
- To be an active supporter of research and development in the field of Data Science.
- To be helpful in creating strategies and directions in the areas of Data Science.
- To prepare and implement the concept of common research and development lab.

- To participate and collaborate in building Data Science community in the region.
- Actively publish jointly achieved results in scientific and professional journals and present them in Newsletters, at various events and upcoming conferences.
- 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 fundamental and applied research with the support of the private sector.
- Sharing contacts with private sector and help University to get more business partners.

### **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 Parties 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 University. For the avoidance of doubt, neither party is obliged to conclude implementation agreements 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.

In Košice on  
**VISSIM s.r.o.**

In Košice on  
**Pavol Jozef Šafárik University in Košice**

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Per Arne Henaes  
Chief Executive Officer (CEO)

Prof. MUDr. Daniel Pella, PhD.  
Rector

Bjornar BA. Aas  
Chief Product Officer (CPO)