



MEMORANDUM OF UNDERSTANDING CONCERNING THE ESTABLISHMENT OF INTERNATIONAL ACADEMIC COOPERATION BETWEEN

the Slovak University of Technology in Bratislava

and

Metrohm DropSens, S.L.

This Memorandum of Understanding (“MOU”) is concluded by and between the Slovak University of Technology in Bratislava (“STU”), based in Bratislava, Slovak Republic and Metrohm DropSens, S.L. (“MDS”), based in Llanera, Spain.

STU and MDS (hereinafter referred to individually as “Party” and collectively as “Parties”) hereby agree to initiate cooperation between Parties as follows:

1. **Purpose.** The purpose of the MOU is to stimulate and to support educational activities, research and business cooperation between Parties.
2. **Scope.** Both Parties agree to explore the possibility of collaborative endeavors in the following areas:

2.1 Research and Development (R&D)

- **Joint Development:** The Parties will collaborate in the research and development of advanced sensor technologies, including but not limited to e.g., temperature, pressure, chemical, or bio-sensors, environmental or industrial sensors.
- **Technology Sharing:** Each Party agrees to share existing relevant technologies, patents, and intellectual property rights where necessary to enhance the joint research-type development of the sensor products.
- **Innovation and Prototyping:** Both Parties will collaborate on innovative sensor designs, materials selection, and prototype production, utilizing both traditional and cutting-edge fabrication methods such as nanotechnology, MEMS (Microelectromechanical systems), or IoT integration.
- **Research Collaboration:** Both Parties agree to collaborate on research projects of mutual interest, particularly in areas that address global challenges such as sustainability, technology innovation, education reform, and health.

2.2 Manufacturing and Production

- **Pilot Production:** Both Parties agree to jointly manage a pilot production line, wherein prototypes and pre-commercial versions of the sensors will be produced, tested, and evaluated for quality and performance standards.

- **Scaling Production:** Upon successful testing of the pilot phase, MDS will lead efforts to scale up manufacturing operations, ensuring mass production capabilities, adherence to industry standards, and optimized manufacturing costs.

3. Implementation.

- a. Specific collaborations shall be the subject of a separately negotiated agreement.
- b. Such agreement shall specify necessary financial arrangements to support these activities. None of the Parties shall guarantee specific funding for the activities under the MOU.
- c. The MOU and any additional agreements must comply with all Parties' policies, as well as those of relevant accrediting agencies or government bodies.

4. Future Cooperation. Both Parties shall continue discussions concerning possible the future phases of their common work. The MOU is entirely independent on the future cooperation on the subsequent phases, which will be separately evaluated and require separate agreements.

5. Term and Termination. The MOU shall come into force on the day of the last signature (Effective Date) and be binding upon Parties for three (3) years.

6. Amendments. The MOU can be modified or amended only by writing, by means of an Annex signed by both Parties. Any amendments to the MOU may be submitted by each Party for the consideration of the other at any time.

7. Intellectual Property. The Parties will ensure that the intellectual property rights are fully addressed and agreed upon consistent with STU and MDS policies and existing laws and regulations, prior to the initiation of each collaborative activity.

8. Language. The MOU has been drawn up in English, in two sets of originals.

9. Coordinators. Each Party shall designate a coordinator to oversee and facilitate the implementation of the MOU. Pursuant to this provision the STU shall designate Assoc. Prof. Andrej Babinec, PhD. for the Coordinator on behalf of the STU. Accordingly, MDS shall designate David Hernández Santos, PhD. for the Coordinator on behalf of MDS.

10. Governing Law, Jurisdiction and Venue. This MOU shall be governed by and construed in accordance with the internal laws of the country of the Party being accused of having breached the Agreement. This Agreement shall be governed by and construed in accordance with the internal laws of the Country of Spain if MDS is accused by STU, or with the internal laws of the Country of Slovak Republic if STU is accused by MDS, without giving effect to any choice or conflict of law provision or rule (of any jurisdiction) that would cause the application of laws of any jurisdiction other than those of the Country of Spain or of the Country of Slovak Republic. Any legal suit, action or proceeding arising out of or related to this Agreement or the matters contemplated hereunder shall be instituted exclusively in the Courts of the Principality of Asturias,



Spain, or in the Courts of Bratislava, Slovak Republic, according to the above terms, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding and waives any objection based on improper venue or *forum non conveniens*. Service of process, summons, notice or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.

Coordinator on behalf of the STU

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Coordinator on behalf of MDS

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IN WITNESS WHEREOF, the parties have executed this MOU to be effective as of the Effective Date.

SIGNED:

Dr. h. c. prof. h. c. prof. Dr. Ing. Oliver Moravčík
Rector
The Slovak University of Technology in
Bratislava

Date

David Hernández Santos, PhD
CEO
Metrohm DropSens, S.L.

Date