**Partnership Agreement**

between

**Pavol Jozef Šafárik University in Košice**

Address: Šrobárova 2, 041 80 Košice

Represented by: prof. MUDr. Ladislav Mirossay, DrSc. – rector

Organization ID: 00 397 768

Bank: State treasury, Bratislava

Account number: 7000241690/8180

Tel. +421 55 622 76 65

Fax +421 55 622 21 21

(hereinafter referred to as “**UPJŠ**”)

and

**XYZW**

Address: XX

Represented by: name - position

Bank: XX

Account number: XXXXXXXXXX/XXXX

Tel. XX XXX XXXX

Fax XX XXX XXXX

(hereinafter referred to as “**XYZW**”).

UPJŠ and XYZW (“**partners**” or “**parties**”) agree as follows:

1. This agreement is a result of the implementation of research project “University Science Park TECHNICOM supporting innovative applications and knowledge based technologies”, ITMS project code: 26220220182, (“**project Technicom**”).
2. The Parties declare their intention to cooperate on research and development in field XYZ using the technology platform created by the project Technicom.

**Article 1**

**The purpose of this agreement**

1. This agreement is made for the following purposes:
   1. establishment of a joint research and development center (“**research center Technicom**”),
   2. implementation and support of a joint industrial research in the field of XYZ,
   3. joint activities aimed at the transfer of knowledge between the academic and business practice,
   4. development of mutually beneficial cooperation on future research projects (hereinafter "**projects**"),
   5. enhancement of the transfer of research results into practice, thereby helping to ensure long-term sustainability of the project Technicom,
   6. contribution to the scientific-research and economic development in Slovakia.

**Article 2**

**Organization of the research center Technicom**

1. The research center Technicom is integrated into the organizational structure of each of the partners in a manner and form determined by each of the partners individually.
2. Management and coordination of partners and activities within the research center Technicom is the responsibility of **Principal Manager**. Principal manager is being appointed and dismissed by UPJŠ after an agreement of partners.
3. Each partner appoints a **Coordinator** in order to implement and coordinate joint activities with respect to project schedules. Each partner appoints and dismisses its coordinator.
4. Research and development is realized through individual projects in which specific activities are defined. Each activity has a **Manager** who is appointed by the Principal manager after an agreement of partners.
5. UPJŠ will act as a representative and spokesperson for the media, if the partners don’t agree otherwise. Partners are required to actively participate in the activities related to public relations, visibility and dissemination of results.

**Article 3**

**Implementation of projects**

* + 1. It is expected that partners will cooperate on other projects within the framework of research center Technicom. Each other project shall be governed by a separate contract (“**project contract**”).
    2. Each project contract assumes the terms of this agreement. Partners will further agree on the following:
       1. subject of the project and individual activities,
       2. participation of partners in the implementation of activities,
       3. managers of activities,
       4. rights obligations of the partners under the intellectual property rights and related rights, which are beyond the scope of this agreement,
       5. conditions and arrangements regarding reimbursement,
       6. settlement income and assets derived from the project,
       7. variations which are not in compliance with this agreement or are beyond the scope of this agreement.

**Article 4**

**Rights and obligations of UPJŠ**

UPJŠ is:

* 1. required to ensure the establishment and operation of research center Technicom for the duration of this agreement,
  2. required to allocate a suitable space for the office and the realization of research activities at the addresses Jesenná 5, 040 01 Košice, Park Angelinum 9, 040 01 Košice or Šrobárova 2, 040 01 Košice,
  3. required to monitor the implementation of activities XYZW within the agreed projects,
  4. required to provide XYZW with the necessary cooperation and assistance in implementation of projects.

**Article 5**

**Rights and obligations of XYZW**

XYZW is:

* 1. required to allocate suitable space for the research center Technicom at the following addresses ABC and ensure their operation,
  2. required to notify UPJŠ of the appointed coordinator,
  3. required to notify UPJŠ of the appointed manager for each activity,
  4. required to provide material and financial assistance for its own activities within the research center Technicom,
  5. required to operate in a such a way that the purpose of this agreement is achieved and is not threatened or thwarted,
  6. required to fulfill its responsibilities and comply with agreed upon timetables,
  7. required to provide UPJŠ with the necessary cooperation and assistance in implementation of projects.

**Article 6**

**Liability for breach of this agreement**

1. The partners are mutually responsible for the proper and timely implementation of activities within the agreed projects.
2. In the event that a partner fails to perform any obligation to which it is committed in connection with this agreement, the other partner shall be entitled to draw attention to the deficiency and invite the responsible partner to apply corrective measures to remedy the deficiencies in reasonable time. The affected partner is entitled to withdraw from this agreement in case of failure of the other partner to remedy deficiencies in reasonable time or when recurrence of large quantities of deficiencies or repeated serious violations of this agreement.

**Article 7**

**Intellectual property law**

1. The partners note that:
2. work created by the activities carried out under this agreement, which was created by the joint operation of two or more authors (mainly employees of the parties or students) will be considered a joint work formed as a single piece under § 10 of the Copyright Act (Act No. 618/2003 Coll., on copyright and rights related to copyright (“**Copyright Act**”), as amended), unless otherwise agreed.
3. if the work created by activities carried out under this agreement contains a part or a component fully supplied by a third party which is a separable part of the work, then copyright for such a separable part of work remains with the supplying party even after the termination of this agreement.
4. Before carrying out the agreed activities, the partners shall ensure a full settlement of all rights, including copyright by the authors, co-authors, employees and students for exclusive, time and territorially unrestricted right to use their works, including the rights under this agreement with the possibility of granting sub-licenses.
5. The partners agree that UPJŠ be entitled, without further consent from XYZW, to use the created work in education process, use a short excerpt from the work (e.g. Trial version) for the presentation and promotion of UPJŠ and use the work for non-commercial purposes.
6. The partners agree that XYZW be entitled, without further consent from UPJŠ, to use a short excerpt from the work (e.g. Trial version) for the presentation and promotion of XYZW, use the work for education and training of its employees and use it for a non-commercial purposes.
7. Property rights according to the Article 7, paragraphs 3 and 4 of this agreement, are carried out separately by UPJŠ and XYZW in their own name and behalf. A prior consent of the other partner is required for cases other than those referred to in paragraph 3 and 4 of this article, for any commercial or non-commercial use of the work, which is given in the form of a specific agreement in which the partners agree on the conditions for granting licenses and remuneration.
8. The partners agree that the work will be presented to the public under the name of both partners.
9. If either partner refuses to continue fulfilling the purpose of this agreement, the other partner is entitled to use the unfinished work and also complete it by himself or through other persons. The authorization for use is granted without restriction to all uses and lasts even after the end of this agreement.

**Article 8**

**Confidentiality**

In the event that the fulfilling of this agreement involves the exchange of personal data, confidential information, know-how or trade secrets between the parties and the information will also be identified as such, each partner is required to treat this information as to prevent its disclosure or leakage to a third party. Each partner is required to use such information only in connection with implementation of this agreement.

**Article 9**

**Duration of this agreement**

1. This agreement remains valid for an indefinite period until some of the following:
   1. partners agree to terminate this agreement,
   2. notice of termination; this agreement may be terminated by either partner without giving any reason, the notice period is three months, beginning on the first day of the month following receipt of written notice to the address shown in the header of this agreement,
   3. termination of the agreement under the terms of this agreement,
   4. breakup of the joint research center Technicom.
2. After termination of this agreement, assets and any goods brought into the joint research center Technicom return to the partner to which they belong. Settlement of additional rights will be agreed in a separate contract.

**Article 10**

**Final provisions**

Legal relations of this agreement shall be governed by the appropriate provisions of the Slovak Commercial Code, as amended, and other concerned generally applicable legislation of the Slovak Republic.

Any supplement, modification, amendment to this agreement or contract derived from this agreement must be in writing and must be signed by the partners.

This agreement shall be signed by the contracting parties and enters into force on the day following that of its publication in the Central Register of contracts the Government Office of Slovak Republic.

The partners hereby declare that they have read this agreement and understand its content, which is confirmed by their signatures.

This agreement is made in four copies and each partner will receive two copies.

Date .................. Date ..................

Place ………… Place………….

..................................................................................... ...............................................................

**Univerzita Pavla Jozefa Šafárika v Košiciach XYZW, s.r.o.**

prof. MUDr. Ladislav Mirossay, DrSc. meno priezvisko

rektor univerzity funkcia