
MEMORANDUM OF UNDERSTANDING FOR COOPERATION BETWEEN

This Memorandum of understanding for cooperation (hereinafter referred to as "Memorandum") is made between:

Verein Industrie 4.0 Österreich – die Plattform für intelligente Produktion, having business address at Mariahilfer Straße 37-39, 1060 Wien, AUSTRIA represented by Roland Sommer, being CEO and acting on the basis of Charter (hereinafter referred to as "Agency").

Slovenská inovačná a energetická agentúra, having business address at Bajkalská 27, 827 99, Bratislava, Slovakia, represented by Stanislav Jurikovič, being CEO and acting on the basis of Charter (hereinafter referred to as "Agency").

Now therefore the Parties hereto agree as follows:

PREAMBLE

Being convinced for mutual cooperation for social-economic progress and industrial-innovative development of the Parties, the Parties hereby confirm the desire to promote, develop and strengthen their mutual relationship.

The Parties further recognize the importance of promoting the development of specific cooperation programs, as well as activities related to the exchange of knowledge and expertise.

Following the purpose of cooperation within the scope of this Memorandum, the Parties agree to maintain close relations with each other to achieve goals and objectives defined hereunder and to develop ideas acknowledged in this Memorandum.

ARTICLE I OBJECTIVES

The Memorandum has the objective to define the framework for cooperation and carry out collaborative activities relevant to Industry 4.0 support scientific, technological, innovative, business support and academic work.

ARTICLE II FIELDS OF COOPERATION

For the purpose of encouraging and strengthening mutual cooperation, the Parties shall perform the following activities:

- Exchange of experiences and best practices in policy development and implementation activities in the area of innovation, including the exchange of experiences in providing support for research and development projects and programs;
- Exchange of experiences and best practices in implementing measures and tools for supporting development of innovation ecosystem and innovation potential of Austrian and Slovak enterprises;

- Initiating the organization of study tours, educational events, trainings or similar joint events.
- Create cooperations and perform activities as defined in the Smart Industry Network SK-AT document.
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ARTICLE III FINANCING

Signing of this Memorandum does not constitute financial obligations for the Parties.

Use of funds for implementing any concrete activities of the Parties based on principals defined within this Memorandum will be subject of individual agreement between Parties.

ARTICLE IV MANAGEMENT OF ACTIVITIES

Parties shall designate a representative who will be a contact point for communicating and coordinating activities defined under this Memorandum.

ARTICLE V PARTICIPATION OF OTHER INSTITUTIONS

Each Party may suggest participation of other public or private institution, whose activities directly affect the areas of cooperation covered under this Memorandum, with the aim to facilitate and improve effective implementation of the Memorandum.

Participation of other institution in accordance with previous paragraph is a subject of the discussion and mutual approval by the Parties.

ARTICLE VI CONFIDENTIAL INFORMATION

The Parties agree and acknowledge that both the terms of this Memorandum and the discussions relating to the collaborative activity, as well as proprietary information of the Parties are confidential and neither Party will disclose them without the prior written consent of the other Party.

Each Party may disclose the other Party's confidential information only:

1. To its employees, officers or advisors who need to know such information for the purpose of carrying out this Memorandum. Each Party shall ensure that its employees, officers and advisors to whom it discloses the other Party's confidential information comply with this Article VI; and
2. As may be required by law, court or any other authority in accordance with the law.

No Party shall use any other Party's confidential information for any purpose other than to perform its obligations under this Memorandum.

ARTICLE VII INTELLECTUAL PROPERTY

The Parties agree that any intellectual property that is developed as a result of the collaborative activity will be subject of individual agreement of the Parties at the relevant time.

**ARTICLE VIII
DISPUTE
RESOLUTION**

Any dispute resulting from misunderstanding of the Memorandum or from any other reason shall be resolved by the Parties in an open and collaborative way.

**ARTICLE IX
FINAL
PROVISIONS**

This Memorandum is declarative in nature and considered as an agreement of intent, that does not impose any financial obligations on the Parties.

This Memorandum will enter into force on the date of the countersignature by Parties and will remain in force for a period until 2027.

The termination of Memorandum will not affect the performance of activities initiated while it was in force, unless Parties agree otherwise.

The Memorandum or any of its part may be modified based on the mutual consent of the Parties. Any modification must be signed by all Parties and delivered in written form, with specified date on which the modification will come into force.

Memorandum is signed on Dec. 2022, in 8 originals in English, German and Slovak language. In case of inconsistency between versions in different languages, the English version of the Memorandum shall prevail.

In Bratislava, Slovak Republic

In Vienna, Republic of Austria

Nov. 27, 2022



**Verein Industrie 4.0 Österreich – die Plattform
für intelligente Produktion**

represented by Roland Sommer



Slovenská inovačná a energetická agentúra

represented by Artur Bobovnický

