
**CONTRACT FOR THE SETTLEMENT OF CO-OWNERSHIP INTERESTS
TO THE SUBJECT OF INDUSTRIAL PROPERTY**

concluded pursuant to Section 269 (2) of Act No. 513/1991 Coll. of the Commercial Code, as amended
(hereinafter referred to as the "**Commercial Code**")
and pursuant to Act No. 517/2007 Coll. on Utility Models and on Amendments to Certain Acts, as
amended (hereinafter referred to as the "**Utility Models Act**")

between:

Name: **University of Žilina**
Registered office: Univerzitná 8215/1, 010 26 Žilina
Company ID: 00397 563
Tax ID: 2020677824
VAT number: SK 2020677824
Represented: prof. Ing. Ján Čelko, CSc., Rector
Legal form: public higher education institution within the meaning of Act No. 131/2002 Coll. on
Higher Education Institutions and on the Amendment of Certain Acts, as amended
IBAN:
SWIFT (BIC):

(hereinafter referred to as "**UNIZA**")

and

Name: **Semikron Danfoss, s.r.o.**
Registered office: Šteruská 3, 922 03 Vrbové
Company ID: 31423230
Tax ID: 2020419489
VAT number: SK2020419489
Represented: Ing. Viliam Kováč, Managing Director
Legal form: limited liability company, registered in the Commercial Register of the District Court
Trnava, Insert No.: 12895/T, Section: S.r.o.
IBAN:
SWIFT (BIC):

(hereinafter referred to as the "**Partner**")

(UNIZA and the Partner hereinafter jointly also as the "**Contracting Parties**", "**Parties**" or individually
also as the "**Contracting Party**")

PREAMBLE

GIVEN THAT:

- A) UNIZA, in the position of the employer of the co-inventors, exercised the right to a solution and fulfilled the other conditions against the co-inventors in accordance with the provision of Section 11 of the Act on Utility Models;
- B) PARTNER in the position of the employer of the co-inventors exercised the right to a solution and fulfilled the other conditions against the co-inventors in accordance with the provision of Section 11 of the Act on Utility Models;
- C) The technical solution "**Device for automated optical detection of soldering defects**" is the result of cooperation between the Partner and UNIZA;

D) *The Contracting Parties are interested in adjusting the co-ownership interests in the Technical Solution and mutual rights and obligations in the process of ensuring the industrial and legal protection of the Technical Solution, the use of the Technical Solution and the distribution of financial rewards paid by a third party in connection with the commercialization of the Technical Solution;*

*The Contracting Parties have agreed to conclude this Contract for the settlement of co-ownership interests to the subject of industrial property (hereinafter referred to as the "**Contract**") with the following wording:*

Článok 1 Definitions

1.1 For purposes of this Contract, its Annexes and/or Amendments, the terms in this Contract shall have the following meanings.

Confidential information	means all facts, information and data, regardless of their form, that the Parties have learned or will learn in connection with this Contract or in connection with the performance of this Contract or the Technical Solution , including data, plans, presentations or other records or software on which technical and economic information, scientific know-how, commercial, research or testing strategies are captured; techniques, formulas, inventions, business operations or customer requirements relating to the Know-how, Technical Solution, Application for Protection, the terms and conditions of the License Contracts, and any payment obligations under Articles 7 and 8 of this Contract. Confidential information is also considered to be a trade secret within the meaning of Act No. 513/1991 Coll., the Commercial Code.
License fee/Renumeration	means any remuneration paid by the Licensee for the provision of the exercise of a right (license) from the Technical Solution or its part on the basis of the License Agreement concluded with the Parties.
License Agreement	means any license agreement, or agreement on a future license agreement, or any other agreement relating to or authorizing a third party to exercise a right from the Technical Solution or its part, or aimed at another method of commercialization of the Technical Solution.
Licensee	means any third party to which the exercise of rights from the Technical Solution or its part has been provided on the basis of the License Agreement.
Application for protection	means any patent application and/or granted patent or utility model application and/or registered utility model, which are the result of ensuring the industrial and legal protection of the Technical Solution in the territory of the Slovak Republic or abroad, including any related proprietary information, inventions, formulas, designs, processes, procedures, methods, know-how, compositions, substances or devices and any documents on the basis of which a patent will be granted/registered utility model as a result of continuation, partial continuation, division, renewal, replacement, re-granting, renewal, confirmation, registration, revalidation, addition, re-examination or equivalents thereof applicable under foreign legislation.
Fees	means administrative fees, maintenance fees and other justifies related costs, including liabilities from other contracts

	related to the financing of industrial and legal protection of the Technical Solution, incurred in the territory of the Slovak Republic or abroad.
Utility Model Act	means Act No. 517/2007 Coll. on Utility Models and on Amendments to Certain Acts, as amended.
Inventor	means co-inventors of the Technical Solution who, by their own creative activity, participated in the creation of the Technical Solution as part of the fulfilment of tasks from the employment relationship with the Partner or UNIZA as employers of the co-inventors, in accordance with Section 11 of the Act on Utility Models;
Co-ownership interest	means the percentage of interest of the Contracting Party in the property rights to the Technical Solution.
Technical solution	means a technical solution <i>Equipment for automated optical detection of soldering defects</i> , which is the result of cooperation between the Partner and UNIZA.
Responsible Person	means a person authorized to represent the Contracting Party who designated/authorized him/her in mutual negotiations of the Contracting Parties concerning the subject matter of this Contract, including the usual communication of the Contracting Parties in connection with the implementation of the subject matter of this Contract, which is specified in more detail in Article 13 of this Contract.

- 1.2 These terms shall apply equally to the singular and plural forms of the relevant defined term. In the use and interpretation of those terms, it is irrelevant whether they are used with a capital or lowercase letter.
- 1.3 Headings are provided in this Contract for convenience only and do not affect the interpretation of this Contract.
- 1.4 References to points, articles, appendices and appendices in this Contract are references to points, articles, appendices and appendices to this Contract, unless otherwise specified.

Článok 2

Subject matter and purpose of the contract

- 2.1 The subject matter of this Contract is the settlement of the Contracting Parties to co-ownership interests of the Technical Solution, in particular:
- 2.1.1 determination of the percentage of the Contracting Parties in the remuneration resulting from the use of the Technical Solution/License Agreement (license fee);
- 2.1.2 regulation of the rights and obligations of the Contracting Parties in securing and maintaining the industrial and legal protection of the Technical Solution; and
- 2.1.3 further disposal of the Technical Solution.
- 2.2 The purpose of this Contract is the implementation of cooperation between the Contracting Parties in the field of ensuring the industrial and legal protection of the Technical Solution and the commercialization of the Technical Solution, and the disposal of the Technical Solution, and the distribution of the remuneration for the use of the Technical Solution.

Článok 3

Determination of co-ownership interests

- 3.1 The Contracting Parties have agreed on the division of the Co-Ownership interests to the following extent:
- 3.1.1 UNIZA's co-ownership share is: **60%**
- 3.1.2 The Partner's co-ownership share is: **40%**
- 3.2 Each of the Contracting Parties acknowledges and hereby expresses their consent to the amount of their Co-ownership share.

- 3.3 In the event of payment of the License Fee to only one of the Parties, the Contracting Party undertakes to pay the other Party's share of the License Fee without delay, in accordance with paragraph 3.1 of this Article.

Článok 4

Scope of cooperation between the Contracting Parties

- 4.1 The Contracting Parties undertake, during the period of validity of this Contract, to cooperate in the effective performance of its subject matter. For the mentioned purpose, the Contracting Parties undertake to designate the responsible persons and to list them in the List of Responsible Persons annexed to Annex no. 1 to this Contract. The Contracting Parties shall be entitled to change and amend the responsible persons, the amendment of the List of responsible persons is being effective on the date of receipt of the notification of such amendment to the other Contracting Party. A change of the Responsible person within the meaning of the preceding sentence of this section is not considered a change to this Contract. The Contracting Parties shall declare an amendment to the List of responsible persons in the nearest time when the Contract is amended or supplemented.
- 4.2 The Contracting Parties agree that the Responsible Persons specified in paragraph 4.1 of this Article shall immediately inform each other in writing (in the form of e-mail communication) of any facts relating to the subject matter and purpose of the Contract.
- 4.3 The Parties undertake not to use the names or trademarks of the other Party without the prior written consent of the other Party. At the same time, the Parties are obliged to name the other Party as a collaborator and partner (including, but not limited to, in oral presentations, annual reports and on their websites) in any form of publicity, regardless of its form, regarding the Technical Solution. Otherwise, the other Contracting Party shall be entitled to compensation for damages.

Článok 5

Confidential Information

- 5.1 The Parties are obliged to maintain the confidentiality of the Confidential Information and undertake to take all necessary steps to prevent the disclosure and disclosure of the Confidential Information in relation to unauthorized third parties or the public.
- 5.2 The Party's obligation to maintain confidentiality about Confidential Information does not apply to information about which it can be proved that:
- 5.2.1 become publicly known after the date of conclusion of this Contract or which, after that date, can be obtained from commonly available sources, other than as a result of a breach of the duty of confidentiality of the Party, its employees, researchers, students, officers, directors or other representatives of the Party; or
 - 5.2.2 have become publicly known through the publication of the Application for Protection by the patent office; or
 - 5.2.3 the written records of the Contracting Party show that the information was in the Contracting Party's authorized possession or obtained it from other sources that obtained it lawfully or were not bound by a duty of confidentiality to the relevant Contracting Party prior to its publication; or
 - 5.2.4 the relevant Contracting Party has been legally obliged to provide Confidential Information - providing that Party provides timely written notice of the obligation incurred by the other Party, allowing it to take action against such a process within a reasonable time, while taking appropriate legal measures to prevent and/or minimise the scope of disclosure (e.g. disclose only part of the Confidential Information).
- 5.3 The obligation of the Contracting Party to maintain confidentiality about the Confidential Information shall also not apply to information that it can prove and document that it has been approved for publication in accordance with the internal regulations of the Contracting Party and with the consent of the other Contracting Party (granted via e-mail).
- 5.4 The Contracting Parties shall define the access to the Confidential Information only to those of their employees, consultants, associates or responsible persons who have a need to know the Confidential Information and shall notify them in writing of the obligations arising therefrom.
- 5.5 The Contracting Parties shall inform each other without delay of any case of unauthorized use or disclosure of the Confidential Information of which they become aware.
- 5.6 The Confidential Information shall remain the property of the relevant Contracting Party and shall be returned to it on the basis of its written request, if it determines that the other Contracting Party no

longer needs the Confidential Information, provided that the Confidential Information is not necessary for the performance of the Contract, or the use of the Technical Solution, or the maintenance of industrial and legal protection. The Contracting Parties are entitled to retain one copy of the legal documents solely for the purpose of determining their obligations arising therefrom.

Článok 6

Arrangement of the industrial - legal protection of Technical Solution

- 6.1 The process of ensuring the industrial - legal protection of the Technical Solution (registration), or the procedure on the Application for Protection before the relevant patent offices, is authorized to be managed and coordinated by UNIZA. UNIZA is entitled, with the written consent of the Partner's responsible person granted via e-mail (hereinafter referred to as the "consent"), to proceed with the preparation and filling of the Application for Protection. In the case of providing industrial and legal protection of the Technical Solution abroad, UNIZA is entitled, with the written consent of the Partner, to decide on the selection of countries in which it will proceed to ensure the industrial - legal protection of the Technical Solution.
- 6.2 For the avoidance of doubt, the Contracting Parties have agreed that UNIZA is entitled to use the services of third parties in the process of ensuring industrial - legal protection of the Technical Solution and/or to cooperate with third parties. The terms of such cooperation are subject to the consent of the Partner. UNIZA undertakes to consider the interests of the Partner when procuring services under the previous sentence. All relevant documents related to the provision of such services and/or cooperation shall be kept by UNIZA and shall be available for inspection by the Partner.
- 6.3 UNIZA respects the right of the inventors to have their names listed in the Application for Protection. The Partner undertakes to provide UNIZA with all necessary cooperation in connection with the filling of the Application for Protection and at the same time undertakes to refrain from any activities contrary to this purpose.
- 6.4 UNIZA is obliged to inform the Partner about the status of the provision of industrial - legal protection of the Technical Solution (registration) and about all data related to the Application for protection, such as the date of filing and the number of the Application for protection, as well as to make available to the Partner copies of the final version of the Application for Protection and relevant official communication.
- 6.5 The method of payment of the administrative fees is specified in more detail in Article 8 of this Contract.

Článok 7

Disposal of industrial property rights and licensing

- 7.1 The Contracting Parties are entitled to carry out activities aimed at the commercialization of the Technical Solution, concluding the License Agreement with the potential licensee. In the event that a third party (a potential licensee) expresses an interest in obtaining a license to the Technical Solution, the Contracting Party that has become aware of this fact shall immediately inform the other Contracting Party of the further common approach. For the avoidance of doubt, the Contracting Party that has commenced negotiations with the potential licensee shall also conduct and complete negotiations regarding the signing of the License Agreement, unless otherwise agreed by the Contracting Parties. The amount of the License Fee is subject to the agreement of the Parties.
- 7.2 The Parties agree that this Contract does not apply to the payment of remuneration to inventors, whereby each Party undertakes to settle its potential obligations towards the inventors as its employees, in particular in accordance with the internal regulations of the Contracting Party outside the contractual relationship established by this Contract.
- 7.3 The Contracting Parties, as applicants of the Application for Protection, have the exclusive right to use the Technical Solution for their own needs, free of charge, or without the obligation to settle or provide remuneration to the other Contracting Party. For the avoidance of doubt, use for personal purposes shall be deemed to be solely used for the party to this Contract in the course of its production or main activity, not sale, assignment, or grant of a license other than in accordance with this Contract.

Článok 8

Financing of costs incurred

- 8.1 The Contracting Parties agree that the costs associated with ensuring the industrial - legal protection of the Technical Solution, as well as with the maintenance of registered utility models in force, shall

be borne by the Contracting Parties to the extent of their shares specified in paragraph 3.1 of Article 3 of this Contract. Payments to the relevant patent offices will be made by UNIZA. Immediately after the payment of the costs incurred, UNIZA is obliged to submit all copies of the invoices to the Partner, who, on the basis of the amount of its co-ownership share specified in paragraph 3.1 of Article 3 of this Contract, will pay the corresponding share on the basis of the issued invoice and to the account number indicated on the invoice within thirty (30) days of delivery of the UNIZA invoice at the latest. The invoice will be issued in accordance with the relevant provisions of Act No. 222/2004 Coll. on Value Added Tax, as amended.

- 8.2 In the event that a Contracting Party decides not to continue to ensure the industrial - legal protection of the Technical Solution or to maintain the legal protection of the Technical Solution granted in force before the expiry of its statutory validity period, it is obliged to notify the other Contracting Party of its intention in writing, otherwise it is liable for the damage incurred. The period for written notification under this paragraph must be sufficient to ensure the continuation of the industrial - legal protection of the Technical Solution or the maintenance of the granted legal protection of the Technical Solution.
- 8.3 If one of the Contracting Parties does not agree with the termination of the provision of legal protection of the Technical Solution or the maintenance of the legal protection granted to the Technical Solution before the expiry of its statutory validity period, the Contracting Party is entitled to assume the obligation to pay the fees necessary to ensure or maintain the legal protection of the Technical Solution in the full amount itself. A Party that decides not to continue to ensure the industrial - legal protection of the Technical Solution or not to maintain the legal protection granted to the Technical Solution shall not be entitled to profit from the commercial use of the Technical Solution, to the License Fee from the date of delivery of the notification pursuant to the previous paragraph of this Article of the Contract, nor shall this Party be entitled to commercially use the Technical Solution, nor shall its consent be required to grant licenses to the Technical Solution. The above shall also apply in the event of termination of the Contract by one of the Contracting Parties for reasons on its part, in which case the Contracting Party that terminated the Contract shall be considered for the purposes of this paragraph as a Contracting Party that has decided not to continue to ensure the industrial - legal protection of the Technical Solution or not to maintain the legal protection granted to the Technical Solution in force. The above does not affect the co-ownership of the Technical Solution.
- 8.4 It is also possible to terminate the process of securing the legal protection of the Technical Solution or maintaining the legal protection of the Technical Solution or to take over the legal protection of the Technical Solution or maintaining the legal protection of the Technical Solution granted by only one of the Contracting Parties with consequences within the meaning of paragraph 8.3 of this Article before the expiry of its statutory validity period before the expiry of its statutory validity period.

Článok 9

Breach of rights by third parties

- 9.1 In the event that any Contracting Party becomes aware of a potential violation of the rights to the Technical Solution or the Application for Protection, it shall immediately notify the other Contracting Party thereof.

Článok 10

Declarations and guarantees of the Contracting Parties

- 10.1 The Contracting Parties declare that:
- 10.1.1 comply with all the conditions and requirements set forth in this Contract and are entitled to enter into this Contract and properly fulfil the obligations contained therein;
 - 10.1.2 the authorisation to conclude this Contract and to properly fulfil the obligations contained therein has been duly approved by the relevant decision-making bodies of the Parties;
 - 10.1.3 the fulfilment of all terms and conditions under this Contract does not contradict or violate the terms and conditions or cause a default under (i) a loan contract, guarantee contract, financing contract or any other contract that is binding on the Party and/or relating to its assets; (ii) the provisions of their instruments of incorporation or similar documents; (iii) a decision, interim measure or court decision or other decision-making institution issued against a Party or relating to its assets;
 - 10.1.4 on the basis of the notification of the inventors on the creation of the Technical Solution, they exercised the right to a solution against the inventors in accordance with the provision of Section 11 of the Act on Utility Models;
 - 10.1.5 have settled the rights of the inventors arising outside the employment relationship;

- 10.1.6 will make reasonable efforts to secure from the inventors any co-operation that shall be fairly required for the purpose of fulfilling the subject matter of this Contract;
- 10.1.7 prior to the conclusion of this Contract, they have not given consent to the exercise of rights from the Technical Solution or its part to a third party, and that they have not in any other way limited the use of the Technical Solution that is regulated in this Contract.
- 10.2 Except as set forth in this Contract, the Parties make no warranties or warranties to each other, express or implied, including, but not limited to, warranties regarding the merchantability, risks associated with a particular use or non-infringement of the rights of third parties.
- 10.3 With the consent of the other Party, either party may conduct scientific research activities with third parties and/or acquire rights to technologies or other subject matter of industrial rights that may compete with or derive from the improvement of the Technical Solution or from the commercialization of such technologies or subject matter of industrial rights.

Článok 11 **Dispute resolution**

- 11.1 The Contracting Parties undertake to make every effort to eliminate any disputes arising from this Contract by mutual agreement.
- 11.2 Any disputes arising out of this Contract that are not settled by the Parties pursuant to the preceding paragraph, including disputes over its validity, interpretation or revocation, shall be resolved by the competent court.

Článok 12 **Duration of the contract**

- 12.1 This Contract is concluded for an indefinite period.
- 12.2 Each Contracting Party is entitled to withdraw from the Contract in writing without giving any reason. The notice period is three (3) months and begins to run from the first day of the calendar month following the calendar month in which the notice of withdrawal was delivered to the other Contracting Party.
- 12.3 After withdrawal from the Contract by any of the Parties, the Parties shall proceed in accordance with the provisions of this Contract to the appropriate extent in order to coordinate actions regarding the existing Application for Protection and to settle the contractual relations with third parties that have been in force so far.
- 12.4 Withdrawing from the Contract asserted by either Party shall not affect the Parties' claims for reimbursement of expenses and costs under this Contract that existed on the date of the termination of the Contract.

Článok 13

- 13.1 Unless otherwise specified in this Contract, any notice, information or other documents shall be served by the Parties:

13.1.1 UNIZA:

- a) in writing to:
University of Žilina in Žilina
UVP UNIZA Technology Transfer Centre
Univerzitná 8215/1
010 26 Žilina
- b) by e-mail to the following address:
andrea.corejova@uniza.sk

13.1.2 PARTNER:

- a) in writing to:
Semikron Danfoss, s.r.o.
Šteruská 3
922 03 Vrbové
- b) by e-mail to the following address: jan.sitar@semikron-danfoss.com

- 13.2 Any notice, information or document shall be deemed to have been delivered:

- 13.2.1 in the case of personal delivery or delivery by courier at the time of personal handover and receipt by the addressee, or refusal of acceptance by the addressee;
- 13.2.2 in the case of service by registered post, on the day of receipt of the document by the other Contracting Party or on the date of refusal to accept the document by the other Contracting Party, or in other cases by the expiry of the storage period of the consignment at the post office in vain, regardless of the reason for the non-receipt of the consignment by the other Contracting Party;
- 13.2.3 by service from the addressee of the document of successful service, if the document is sent by e-mail.

Článok 14

Common and final provisions

- 14.1 The rights and obligations not expressly regulated by this Contract shall be governed by the relevant provisions of the Commercial Code, the Act on Utility Models and other legislation valid in the Slovak Republic.
- 14.2 In the case that any provision of this Contract is or becomes invalid, ineffective and/or unenforceable, this shall not affect the validity, effectiveness and/or enforceability of the other provisions of the Contract, unless this is precluded by the very nature of such provision within the meaning of generally binding legislation. The Contracting Parties undertake, without delay, after discovering that any of the provisions of this Contract is invalid, ineffective and/or unenforceable, to replace the affected provision with a new provision, the content of which will correspond as much as possible to the will of the Contracting Parties at the time of the conclusion of this Contract.
- 14.3 This Contract shall be valid from the date of its signature by the Contracting Parties and shall be effective on the day following the date of its publication in the Central Register of Contracts in accordance with the provisions of Section 47a of the Civil Code and the provisions of Section 5a of Act No. 211/2000 Coll. on Free Access to Information, as amended. The publication of this Contract will be ensured by UNIZA.
- 14.4 Amendments to individual contractual provisions or amendments to this Contract may only be agreed upon by a written amendment signed by both Contracting Parties.
- 14.5 An integral part of this Contract is Annex No. 1 List of Responsible Persons.
- 14.6 This Contract is drawn up in four (4) copies, each of which Parties shall receive two (2) copies.
- 14.7 The Parties agree that this Contract and the claims arising therefrom may not be transferred or assigned to a third party without the prior written consent of the other Party, and any attempt to transfer or assign contrary to the provisions of this clause shall be null and void.
- 14.8 This Contract, including its annexes and amendments, constitutes the entire Contract of the Parties and supersedes and supersedes all prior oral and/or written understandings of the Parties with respect to the subject matter hereof.
- 14.9 The Contracting Parties declare that they have carefully read this Contract, understood its contents, and that it represents their real and free will, free from any error. The Contracting Parties consider their expressions of will be contained in this Contract to be specific and comprehensible, expressed not in distress and not under conspicuously disadvantageous conditions. The Contracting Parties are not aware of any circumstance that would cause any of the provisions of this Contract to be invalid. The Contracting Parties have signed this Contract as a sign of their Contract with the content of this Contract.

In Žilina on

In Vrbove on

.....
UNIZA
prof. Ing. Ján Čelko, CSc.
rector

.....
PARTNER
Ing. Viliam Kováč
Executive Director

LIST OF RESPONSIBLE PERSONS

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