

# Memorandum of Understanding Partnership between COPENMIND and the Federal Laboratory Consortlum for Technology Transfer (FLC)

This Mamorandum of Understanding (MoU) is hereby made and entered into by COPENMIND, Copenhagen, Denmark and Federal Laboratory Consortium for Technology Transfer, USA (hereafter: FLC).

The purpose of this MoU is to develop and outline the framework of a partnership between COPENMIND and FLC. It frames the partles' conception of the partnership as well as resumes the principal mutually beneficial motives and responsibilities.

The MoU will be made effective on the date both parties have signed this document. The parties are then referred to as 'partners'.

### 1. Partnership

COPENMIND and FLC agree to form a partnership within the frame and the terms outlined in this MoU. Both partners engage one another in multiple ways in facilitating the sharing of knowledge, research and technology between universities and companies.

### 2. Objectives

In today's global society, knowledge is the most valid currency. However, the cooperation between science and business holds a potential, where several fruitful partnerships are expected to biossom in the future. COPENMIND has therefore developed an annual conference and exhibition to facilitate knowledge sharing and collaboration between participating universities and businesses.

The partnership between FLC and COPENMIND is part of that larger effort and revolves around the principle of mutual benefits and thus to establish a strategic relationship that enables both partners to fruitfully utilize and benefit from each others' capabilities while creating partnerships between science and business.

## 3. Framework and benefits

The mutual benefit for the partners is to engage in and maintain an informal partnership, characterized most of all by mutual support in each other's endeavors.

This partnership enables both to cultivate from an extensive network and to advance in their strategic positions.

Page 1 of 4



### 4. Roles and area of interests

4.1 Joint areas of interest

This partnership is initially limited to a partial year but intended to move towards a long-term partnership. The partners, therefore, seek to tie in collaboration to define on a common scope and to comply with the general responsibilities outlined below. Both will engage their efforts to jointly pursue mutual interests of furthering knowledge on tech transfer and research partnerships in a responsible manner.

4.2 Offer

COPENMIND intends to bridge the gap between universities and corporations and act as a facilitator for global technology and research partnerships.

In a broader sense COPENMIND's effort will seek to generate new solutions to global challenges in areas of technology transfer/research partnerships as well as within the yearly topic of COPENMIND (The topic in 2008 will be Cleantech – energy efficiency and sustainability), that are relevant to people all over the world.

In relation to the partnership with FLC, COPENMIND will provide the following to FLC:

- To improve the visibility of FLC during the COPENMIND event, COPENMIND will make a promotional area of 9 m² available placed in the Center Hall E at Belia Center. This includes three admissions for FLC representatives. The Center Hall will function as a general passage area for all participants at COPENMIND. The Hall will also contain lunch areas, registration area and lounge area, which therefore places the location as central to the COPENMIND event.
- In order to promote the ideas of FLC, which are supported by COPENMIND, FLC receives the opportunity to host a conference slot (one hour for 200) persons at COPENMIND free of charge. The persons hosting the conference slot (max. 2 persons) will be invited to enter COPENMIND free of charge. The conference slot will be under the conference track "Building Tech Partnerships", promoting the ideas of FLC,

. In relation to prices, the following will apply:

All FLC board members, who come from a lab or a research institute are offered a 9 m² booth free of charge or can delegate one free booth for a FLC member. All FLC board members will be charged for any additional space needed for their organizations. This offer is valid until April 15th.

 Promotion of the organization on other official material, such as sales material, official letters, etc.

 Description of organization on the COPENMIND website news section (when partnership agreement is signed).

Promotion of organization, incl. logo, text and link, through the COPENMIND web-page.
 The text describing FLC will be the following:

The Federal Laboratory Consortium for Technology Transfer (FLC) is a US national network of federal laboratories that provides the forum to develop strategies and opportunities for linking laboratory mission technologies and expertise with the marketplace. The Consortium creates an environment that adds value to and supports the technology transfer efforts of its members and potential partners. Today, more than 250 federal laboratories and centers and their parent departments and agencies are FLC members.

Page 2 of 4



Further, FLC can arrange a conference/other event in COPENHAGEN at the same time as COPENMIND, so as to produce synergies between the many interested stakeholders present in Copenhagen in the beginning of September 2008. COPENMIND would gladly aid in finding a suitable location for such an event and covering expenses affiliated with room rent for the event.

COPENMIND will receive the following FLC services:

- FLC distributes COPENMIND sales material to its members from universities, research
  labs and the industry through email or regular mail along with an email/letter of
  recommendation for members to participate. In case of regular mail send-out,
  COPENMIND will cover the costs of this distribution.
- Promotion of COPENMIND, Incl. logo, text and link, through FLC web-page.
- · Promotion of COPENMIND in FLC newsletter.
- COPENMIND is allowed to exhibit at the FLC event in Portland May 08 free of charge and will receive a two person complementary registration (already negotiated and executed).

### 5. Principles

### 5.1 Structure

COPENMIND strives to create a partnership with FLC, which is informal and based on mutual understanding for common goals in relation to increasing awareness of the importance of tech transfer and research partnerships.

The partnership should be treated as strategic in the sense that it is based upon the sharing of similar values, a global vision and a commitment to achieving mutual objectives. Central to these values is the importance and the focus on international collaboration. The partnership will add value by providing both partners with opportunities that would not arise otherwise.

The partnership will thus provide a framework within which both partners will be able to undertake cooperative activities and to pursue mutual beneficial interests.

Modifications within the scope of the MoU shall be made by mutual consent of the partners, by the Issuance of a written modification, signed and dated by both partners.

# 5.2 Independence of partners

This agreement shall not be exclusive and does not preclude any of the partners from entering into any similar arrangement with either party, or create any other partnership relationship. It will therefore in no way limit activities with other parties outside this partnership.

Moreover each partner will determine the extent of its involvement in each of its activities of the partnership to suit its particular objectives and constraints,

### 5.3 Term and termination

This MoU will be effective from the date of signing until December 31st 2008. Upon mutual agreement of the partners it can be extended for additional periods.

Either partner may terminate this agreement in whole or in part by writing to the other partner at any time before the date of expiration. Termination of a single part will not impair the effectiveness of the entirety of the document.

Page 3 of 4

6. Signature page



The MoU will terminate upon non compliance with the responsibilities outlined above by either one of the partners.

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For:	COPENMIND
Name:	Henrik Dyhr
Signature:	
Title:	CEO
Date:	25-03-2008
For:	FLC
Name:	Dr. Scott Deiter
Signature:	a Scott Wester
	Chair FLC
Date:	25-03-2008

Page 4 of 4

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