

Memorandum of understanding
Memorandum of cooperation on the project:
ENVIROMICS - Omics for the environment

The following entities:

Charles University, Faculty of Science

Albertov 6, 128 00 Prague 2

IČO: 00216208 DIČ: CZ00216208

Representative: Doc. RNDr. Ing. Vladimír Krylov, Ph.D., Dean

Hereinafter referred to as "UK" or "participant"

Institute of Microbiology of the CAS, v.v.i.

with its registered office at Vídeňská 1083, 142 20 Prague 4

entered in the Register of Public Research Institutions maintained by the Ministry of Education, Youth and Sports of the Czech Republic

IČO: 61388971 DIČ: CZ61388971

Statutory representative Ing. Jiří Hašek, CSc., Director

Hereinafter referred to as "IMI" or "participant"

Czech Agrifood Research Center

Drnovská 507/73

161 00 Prague 6 - Ruzyně

IČO: 00027006 DIČ: CZ00027006

Statutory representative: Ing. Jiban Kumar, Ph.D., Director

Hereinafter referred to as "CARC" or "participant"

Preamble

- All participants are dedicated to the study microbial ecosystems and microbiomes.
- All participants are fully aware that the research potential in the field of studying environmental microbiomes using a combination of metabolomics, proteomic and genomic approaches in the Czech Republic is currently fragmented and inconsistent.
- All participants are fully aware of the need for the cooperation at the national level in creating an infrastructure providing service and know-how to experimental groups performing research in the study of microbiomes and microbial ecosystems. The joint approach will ensure the efficient use of public funding for this research, reduce the costs of their management and increase the efficiency of research in solving current and future projects in the field of environmental microbiology.
- All participants are fully aware that no individual entity in the Czech Republic has the capacity to create a separate platform for such an infrastructure.
- Therefore, the participants decided to work in compliance and collaboration to achieve the common goal of creating a large infrastructure.

ENVIROMICS - Omics for the Environment,

(hereinafter also "ENVIROMICS"). This infrastructure will ensure the creation of an effective connection of the main techniques - proteomics, metabolomics, metatranscriptomics and (meta) genomics (hereinafter "OMICS") into a functional unit and will enable its use by scientists to study environmental microbiology.

- The participants of the Memorandum hereby declare their serious interest in building a distributed research infrastructure ENVIROMICS for environmental studies using OMICS. This infrastructure will thus integrate important institutions in the Czech Republic active in this field.

I. Obligations of the participants of the Memorandum

1. The participants of the Memorandum commit to cooperate in order to achieve the common objective declared in the preamble to this Memorandum and, to that end:

a) the participants of the Memorandum commit to establish an association (hereinafter referred to as the "Association"), which will coordinate and manage the creation of the large infrastructure ENVIROMICS. The Association will be founded:

- i. before obtaining support, if this increases the likelihood of obtaining funding for the creation of a large infrastructure ENVIROMICS - Omics for the Environment. The UK will decide on the establishment of the association before obtaining funding
- ii. after obtaining funding for the creation of a large infrastructure ENVIROMICS - Omics for the Environment and or

b) the participants of the Memorandum have agreed that UK will be the coordinator until the establishment of the Association. The role of the coordinator is, in particular, to represent the participants of the Memorandum externally, to distribute information among the individual participants of the Memorandum, to convene meetings of the participants of the Memorandum, to manage the meetings of the Interim Council and taking the Minutes from these meetings.

(c) the participants of the Memorandum shall establish an Interim Council. The Interim Council is composed of delegates who represent the individual participants of the Memorandum on the basis of a power of attorney / authorization. The main task of the Interim Council is to ensure funding for the creation of a large infrastructure ENVIROMICS - Omics for the Environment. Each of the participants of the Memorandum nominates one delegate of the Interim Council, each delegate has one vote in the decision-making of the Interim Council, the votes are equivalent. The Interim Council shall meet as necessary, but at least twice a year.

2. The participants of the Memorandum commit to proceed in such a way when creating the large ENVIROMICS - Omics for the Environment infrastructure to reach an agreement on the legal definition of the future ENVIROMICS infrastructure, in particular on:

- a) definition of the scope of the future Association,
- b) definition of entities that may become members of the future Association,
- c) definition of the rights and obligations of the members of the future Association,
- d) determination of the method of voting and voting shares of individual members of the future Association, including the bodies of the future Association and the mechanism of their functioning,
- e) preparation of a project or grant application for obtaining funding for the implementation of the goals of the future Association,
- f) the conditions for the establishment and termination of membership in the future Association,
- g) the method of ensuring the protection of intellectual property rights arising from the activities of the future Association,
- h) the way of legal action of the future Association.

3. The participants of the Memorandum commit to act in common agreement for the fulfilment of the declared objectives both at the national and international level.

4. The goal of the Memorandum is not the obligation of the participants of the Memorandum to provide any assets to achieve the objectives of the Memorandum. All operating costs related to the fulfilment of the objectives of the Memorandum are borne independently by those who incurred these costs; these participants are not entitled for compensation from the other participants of the Memorandum. If property values arise during this activity, then the owners of these property values

become those who participated in their creation, in the proportion determined by the degree of their involvement.

II. Legal effect

1. This Memorandum shall enter into force on the date on which all Participants have signed it.
2. The Memorandum expires
 - (a) upon the entry into force of the Agreement pursuant to Article I, paragraph 3 of the Memorandum, if an absolute majority of the participants of the Memorandum becomes a party to that Agreement or such entity, or
 - b) if the 2/3 of the participants of Memorandum agree to terminate the legal effect.
3. Any participant of the Memorandum may withdraw from the Memorandum at any time. The withdrawal takes effect upon receipt of a written notice of withdrawal by the coordinator (Article I (2) of the Memorandum). Withdrawal does not give rise to any claims or rights for the resigning participant, which it has incurred in connection with its participation in the ENVIROMICS project, against other participants of the Memorandum.
4. The Memorandum may be acceded to by any other entity with its own legal personality, if this subject is able to contribute to the fulfilment of the project objectives by its activities and is accepted by the current participants of the Memorandum at the meeting of the Interim Council by all votes. The entity declares its interest in cooperation by delivering the text of the Memorandum bearing the signature of its statutory representative to the address of the coordinator of Article I, paragraph 2 of the Memorandum. The applicant shall also attach a written description of its activities to the signed text of the Memorandum.

III. Text extension, Amendments and changes

Changes and amendments to the Memorandum require the written consent of all participants of the Memorandum.

IV. Final Provisions

This Memorandum is prepared electronically and the contracting parties shall sign this Memorandum with a recognized electronic signature. The last signatory undertakes to send the signed Memorandum to the other contracting parties immediately after signing.

Ing. Jiří Hašek, CSc.

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Ing. Jiban Kumar, Ph.D.

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