

## PARTNERSHIP AGREEMENT

THIS PARTNERSHIP AGREEMENT is based upon

*the REGULATION on the implementation of the Norwegian Financial Mechanism 2009-2014 , hereinafter referred to as the 'Regulation', adopted on 11 February 2011 as amended 15 December 2011 and 14 March 2013 and the EEA/Norway Financial Mechanism Contract, hereinafter referred to as the 'Contract'.*

BETWEEN:

Masarykova univerzita

Rektorát, areál Žerotínovo náměstí 9, Brno-město, Brno

60200 Brno

Česká republika

- the Promoter -

Høgskolen i Lillehammer

Gudbrandsdalsvegen 350

2624 Lillehammer

Norway

- hereinafter, jointly or individually, referred to as "Parties" or "Party" -

relating to the Initiative entitled

»Promoting Environmental Mobilities«

in short

»PROMOB«

hereinafter referred to as "Bilateral Initiative".

WHEREAS:

The Parties, having considerable experience in the field concerned, have submitted a proposal for the Initiative to the Programme Operator as part of the Research Programme of the EEA/Norway Grants Framework.

The Parties wish to specify or supplement binding commitments among themselves in addition to the provisions of the Contract.

The Parties are aware that this Partnership Agreement is based upon the DESCA model Partnership Agreement and that explanations to the DESCA model are available at [www.DESCA-FP7.eu](http://www.DESCA-FP7.eu).

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

## **Section 1: Definitions**

### 1.1 Definitions

Words beginning with a capital letter shall have the meaning defined either herein or in the Regulation including its Annexes or in the Contract including its Annexes without the need to replicate said terms herein.

### 1.2 Additional Definitions

“Partnership Plan”

Partnership Plan means the description of the work and the related agreed Partnership Budget, including the payment schedule, as updated and approved by the Steering Committee

“Partnership Budget”

Partnership Budget means the allocation of all the resources in cash or in kind for the activities as defined in the Contract and in the Partnership Plan thereafter.

“Defaulting Party”

Defaulting Party means a Party which the Steering Committee has identified to be in breach of this Partnership Agreement and/or the Grant Agreement as specified in Article 4.2 of this Partnership Agreement.

“Needed” means:

For the implementation of the Initiative:

Access Rights are Needed if, without the grant of such Access Rights, carrying out the tasks assigned to the recipient Party would be impossible, significantly delayed, or require significant additional financial or human resources.

For Use of own Foreground:

Access Rights are Needed if, without the grant of such Access Rights, the Use of own Foreground would be technically or legally impossible.

“Software”

Software means sequences of instructions to carry out a process in, or convertible into, a form executable by a computer and fixed in any tangible medium of expression.

## **Section 2: Purpose**

The purpose of this Partnership Agreement is to specify with respect to the Initiative the relationship among the Parties, in particular concerning the organization of the work between the Parties, the management of the Initiative and the rights and obligations of the Parties concerning, inter alia, liability, Access Rights and dispute resolution.

## **Section 3: Entry into force, duration and termination**

### 3.1 Entry into force

An entity becomes a Party to this Partnership Agreement upon signature of this Partnership Agreement by a duly authorized representative.

This Partnership Agreement shall have effect from the date of beginning of the Initiative.

### 3.2 Duration and termination

This Partnership Agreement shall continue in full force and effect until complete fulfillment of all obligations undertaken by the Parties under the Contract and under this Partnership Agreement.

However, this Partnership Agreement or the participation of one or more Parties to it may be terminated in accordance with the terms of this Partnership Agreement.

If the Programme Operator does not award the Contract or terminates the Contract or a Party's participation in the Contract, this Partnership Agreement shall automatically terminate in respect of the affected Party/ies, subject to the provisions surviving the expiration or termination under Art. 3.3 of this Partnership Agreement.

### 3.3 Survival of rights and obligations

The provisions relating to Access Rights and Confidentiality, for the time period mentioned therein, as well as for Liability, Applicable law and Settlement of disputes shall survive the expiration or termination of this Partnership Agreement.

Termination shall not affect any rights or obligations of a Party leaving the Partnership incurred prior to the date of termination, unless otherwise agreed between the Steering Committee and the leaving Party. This includes the obligation to provide all input, deliverables and documents for the period of its participation.

## **Section 4: Responsibilities of Parties**

### 4.1 General principles

Each Party undertakes to take part in the efficient implementation of the Initiative, and to cooperate, perform and fulfill, promptly and on time, all of its obligations under the Contract and this Partnership Agreement as may be reasonably required from it and in a manner of good faith as prescribed by national law.

Each Party undertakes to notify promptly, in accordance with the governance structure of the Initiative, any significant information, fact, problem or delay likely to affect the Initiative.

Each Party shall promptly provide all information reasonably required by a Steering Committee or by the Promoter to carry out its tasks.

Each Party shall take reasonable measures to ensure the accuracy of any information or materials it supplies to the other Parties.

### 4.2 Breach

In the event a responsible Steering Committee identifies a breach by a Party of its obligations under this Partnership Agreement or the Contract (e.g.: a partner producing poor quality work), the Promoter or the Party appointed by the Steering Committee if the Promoter is in breach of its obligations under this Partnership Agreement or the Contract will give written notice to such Party requiring that such breach be remedied within 30 calendar days.

If such breach is substantial and is not remedied within that period or is not capable of remedy, the Steering Committee may decide to declare the Party to be a Defaulting Party and to decide on the consequences thereof which may include termination of its participation.

### 4.3 Involvement of third parties

A Party that enters into a subcontract or otherwise involves third parties in the Initiative remains solely responsible for carrying out its relevant part of the Initiative and for such third party's compliance with the provisions of this Partnership Agreement and of the Contract. It has to ensure that the involvement of third parties does not affect the rights and obligations of the other Parties under this Partnership Agreement and the Contract.

## **Section 5: Liability towards each other**

### 5.1 No warranties

In respect of any information or materials (incl. Foreground and Background) supplied by one Party to another under the Initiative, no warranty or representation of any kind is made, given or implied as to the sufficiency or fitness for purpose nor as to the absence of any infringement of any proprietary rights of third parties.

Therefore,

- the recipient Party shall in all cases be entirely and solely liable for the use to which it puts such information and materials, and

- no Party granting Access Rights shall be liable in case of infringement of proprietary rights of a third party resulting from any other Party exercising its Access Rights.

#### 5.2 Limitations of contractual liability

No Party shall be responsible to any other Party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts, provided such damage was not caused by a willful act or by a breach of confidentiality.

A Party's aggregate liability towards the other Parties collectively shall be limited to

Insert:

[once] or [twice]

the Party's share of the total costs of the Initiative as identified in Contract, provided such damage was not caused by a willful act or gross negligence.

The terms of this Partnership Agreement shall not be construed to amend or limit any Party's statutory liability.

#### 5.3 Damage caused to third parties

Each Party shall be solely liable for any loss, damage or injury to third parties resulting from the performance of the said Party's obligations by it or on its behalf under this Partnership Agreement or from its use of Foreground or Background.

#### 5.4 Force Majeure

No Party shall be considered to be in breach of this Partnership Agreement if such breach is caused by Force Majeure. Each Party will notify the Steering Committee of any Force Majeure without undue delay. If the consequences of Force Majeure for the Initiative are not overcome within 6 weeks after such notification, the transfer of tasks - if any - shall be decided by the Steering Committee.

### **Section 6: Governance structure**

#### 6.1 General structure

The Steering Committee is the decision-making body of the Partnership.

The Promoter is the legal entity acting as the intermediary between the Parties and the Programme Operator. The Promoter shall, in addition to its responsibilities as a Party, perform the tasks assigned to it as described in the Contract and this Partnership Agreement.

#### 6.2 Members

The Steering Committee shall consist of one representative of each Party (hereinafter referred to as "Member").

Each Member shall be deemed to be duly authorised to deliberate, negotiate and decide on all matters listed in Article 6.3.6 of this Partnership Agreement.

The Promoter shall chair all meetings of the Steering Committee, unless decided otherwise by the Steering Committee.

The Parties agree to abide by all decisions of the Steering Committee. This does not prevent the Parties from submitting a dispute for resolution in accordance with the provisions of settlement of disputes in Article 11.8 of this Partnership Agreement.

### 6.3 Operational procedures for the Steering Committee

#### 6.3.1 Representation in meetings

Any Member:

- should be present or represented at any meeting;
- may appoint a substitute or a proxy to attend and vote at any meeting;
- and shall participate in a cooperative manner in the meetings.

#### 6.3.2 Preparation and organization of meetings

##### 6.3.2.1 Convening meetings:

The chairperson shall convene ordinary meetings of the Steering Committee at least once every six months and shall also convene extraordinary meetings at any time upon written request of any Member.

##### 6.3.2.2 Notice of a meeting:

The chairperson shall give notice in writing of a meeting to each Member as soon as possible and no later than 14 calendar days preceding an ordinary meeting and 7 calendar days preceding an extraordinary meeting.

##### 6.3.2.3 Sending the agenda:

The chairperson shall send each Member a written original agenda no later than 14 calendar days preceding the meeting, or 7 calendar days before an extraordinary meeting.

##### 6.3.2.4 Adding agenda items:

Any agenda item requiring a decision by the Members must be identified as such on the agenda.

Any Member may add an item to the original agenda by written notification to all of the other Members no later than 7 calendar days preceding the meeting.

6.3.2.5 During a meeting of the Steering Committee the Members present or represented can unanimously agree to add a new item to the original agenda.

6.3.2.6 Any decision may also be taken without a meeting if the chairperson circulates to all Members a written document which is then signed by the defined majority of Members (see Article 6.3.3 of this Partnership Agreement).

6.3.2.7 Meetings of the Steering Committee may also be held by teleconference or other telecommunication means.

6.3.2.8 Decisions will only be binding once the relevant part of the minutes has been accepted according to Article 6.3.5 of this Partnership Agreement.

### 6.3.3 Voting rules and quorum

6.3.3.1 The Steering Committee shall not deliberate and decide validly unless two-thirds (2/3) of its Members are present or represented (quorum).

In Initiative with two partners, one of which is the Promoter, the Steering Committee shall not deliberate and decide validly unless both Members are present or represented.

6.3.3.2 Each Member shall have one vote.

6.3.3.3 Defaulting Parties may not vote.

6.3.3.4. Members shall seek an amicable resolution of disagreements. In Initiative with more than two partners, decisions shall be taken by a majority of two-thirds (2/3) of the votes.

### 6.3.4 Veto rights

6.3.4.1 A Member which can show that its own work, time for performance, costs, liabilities, intellectual property rights or other legitimate interests would be severely affected by a decision of the Steering Committee may exercise a veto with respect to the corresponding decision or relevant part of the decision.

6.3.4.2 When the decision is foreseen on the original agenda, a Member may veto such a decision during the meeting only.

6.3.4.3 When a decision has been taken on a new item added to the agenda before or during the meeting, a Member may veto such decision during the meeting and within 15 days after the draft minutes of the meeting are sent.

6.3.4.4 In case of exercise of veto, the Members shall make every effort to resolve the matter which occasioned the veto to the general satisfaction of all Members.

6.3.4.5 A Party may not veto decisions relating to its identification as a Defaulting Party. The Defaulting Party may not veto decisions relating to its participation and termination in the Partnership or the consequences of them.

6.3.4.6 A Party requesting to leave the Partnership may not veto decisions relating thereto.

### 6.3.5 Minutes of meetings

6.3.5.1 The chairperson shall produce written minutes of each meeting which shall be the formal record of all decisions taken. He shall send draft minutes to all Members within 10 calendar days of the meeting.

6.3.5.2 The minutes shall be considered as accepted if, within 15 calendar days from sending, no Member has objected in writing to the chairperson with respect to the accuracy of the draft of the minutes.

6.3.5.3 The chairperson shall send the accepted minutes to all the Members of the Steering Committee, and to the Promoter, who shall safeguard them. If requested the Promoter shall provide authenticated duplicates to Parties.

#### 6.3.6 Decisions of the Steering Committee

The Steering Committee shall be free to act on its own initiative to formulate proposals and take decisions in accordance with the procedures set out herein.

The following decisions shall be taken by the Steering Committee:

##### Content, finances and intellectual property rights

- Proposals for changes to Contract to be agreed by the Programme Operator
- Changes to the Partnership Plan (including the Partnership Budget)
- Withdrawals from Attachment 1 (Background included)
- Additions to Attachment 2 (Background excluded)
- Additions to Attachment 4 (List of Third Parties)

##### Evolution of the Partnership

- Withdrawal of a Party from the Partnership and the approval of the settlement on the conditions of the withdrawal
- Declaration of a Party to be a Defaulting Party
- Remedies to be performed by a Defaulting Party
- Termination of a Defaulting Party's participation in the Partnership and measures relating thereto
- Proposal to the Programme Operator for a change of the Promoter
- Proposal to the Programme Operator for suspension of all or part of the Initiative
- Proposal to the Programme Operator for termination of the Initiative and the Partnership Agreement

In the case of abolished tasks as a result of a decision of the Steering Committee, Members shall rearrange the tasks of the Parties concerned. Such rearrangement shall take into



consideration the legitimate commitments taken prior to the decisions, which cannot be cancelled.

## **6.4 Promoter**

6.4.1 The Promoter shall be the intermediary between the Parties and the Programme Operator and shall perform all tasks assigned to it as described in the Contract and in this Partnership Agreement.

6.4.2 In particular, the Promoter shall be responsible for:

- Monitoring compliance by the Parties with their obligations
- Keeping the address list of Members and other contact persons updated and available
- collecting, reviewing to verify consistency and submitting reports and other deliverables (including financial statements and related certifications) to the Programme Operator
- Transmitting documents and information connected with the Initiative to any other Parties concerned
- Administering the financial contribution of the Programme operator and fulfilling the financial tasks described in Article 7.3
- Providing, upon request, the Parties with official copies or originals of documents which are in the sole possession of the Promoter when such copies or originals are necessary for the Parties to present claims.

6.4.3 If the Promoter fails in its coordination tasks, the Steering Committee may propose to the Programme Operator to change the Promoter.

6.4.4 The Promoter shall not be entitled to act or to make legally binding declarations on behalf of any other Party.

6.4.5 The Promoter shall not enlarge its role beyond the tasks specified in this Partnership Agreement and in the Contract.

## **Section 7: Financial provisions**

### **7.1 General Principles**

#### **7.1.1 Distribution of Financial Contribution**

The financial contribution of the Programme Operator to the Initiative shall be distributed by the Promoter according to:

- the Partnership Budget as included in the Partnership Plan
- the approval of reports by the Programme Operator, and

- the provisions of payment in Article 7.3.

A Party shall be funded only for its tasks carried out in accordance with the Partnership Plan.

#### 7.1.2 Justifying Costs

In accordance with its own usual accounting and management principles and practices, each Party shall be solely responsible for justifying its costs with respect to the Initiative towards the Programme Operator. Neither the Promoter nor any of the other Parties shall be in any way liable or responsible for such justification of costs towards the Programme Operator.

#### 7.1.3 Indirect costs

Each party chooses one of the methods of calculating indirect costs specified in the Proposal.

The indirect costs, their rates and maximum amount are determined by each Party in a relevant Attachment to this Partnership Agreement constituting a budget breakdown for this Party.

#### 7.1.4 Funding Principles

A Party which spends less than its allocated share of the Partnership Budget will be funded in accordance with its actual duly justified eligible costs only.

A Party that spends more than its allocated share of the Partnership Budget will be funded only in respect of duly justified eligible costs up to an amount not exceeding that share.

#### 7.1.5 Financial Consequences of the termination of the participation of a Party

A Party leaving the Partnership shall refund all payments it has received except the amount of contribution accepted by the Programme Operator or another contributor. Furthermore a Defaulting Party shall, within the limits specified in Article 5.2 of this Partnership Agreement, bear any reasonable and justifiable additional costs occurring to the other Parties in order to perform its and their tasks. Any additional costs which are not covered by the Defaulting Party shall in principle be apportioned to the remaining Parties pro rata to their share in the total costs of the Initiative as identified in the Partnership Budget.

#### 7.2 Budgeting

The Partnership Budget shall be valued in accordance with the usual accounting and management principles and practices of the respective Parties.

### **7.3 Payments**

#### **7.3.1 Payments to Parties are the exclusive tasks of the Promoter**

In particular, the Promoter shall:

- notify the Party concerned promptly of the date and composition of the amount transferred to its bank account, giving the relevant references
- perform diligently its tasks in the proper administration of any funds and in maintaining financial accounts

- undertake to keep the Programme Operator financial contribution to the Initiative separated from its normal business accounts, its own assets and property, except if the Promoter is a Public Body or is not entitled to do so due to statutory legislation.

7.3.2 The payment schedule, which contains the transfer of pre-financing and interim payments to Parties, will be handled according to the following:

The Promoter shall ensure that all appropriate payments to the Parties of funds received from the Programme Operator are made without unjustified delay, and not later than 15 days after the Promoter has received payment from the Programme Operator. Costs accepted by the Programme Operator will be paid to the Party concerned, taking into account the amounts already paid for the reporting period concerned.

The Promoter is entitled to withhold any payments due to a Party identified by the Steering Committee to be in breach of its obligations under this Partnership Agreement or the Contract or to a Party which has not yet signed this Partnership Agreement.

The Promoter is entitled to recover any payments already paid to a Defaulting Party.

#### **7.3.2. Currency exchange rules**

The payment to the Promoter is made in Czech Crowns (CZK) and is calculated using the exchange rate by the European Commission for the month preceding the month in which the Call for proposals in the Czech-Norwegian Research Programme was published that is on 3 June 2016.

Exchange rate for all purposes related to the project, and used for transfers from Promoter to Partner will be 2.9047 CZK = 1 NOK.

## **Section 8: Foreground**

Regarding Foreground, shall apply with the following additions:

### **8.1 Joint ownership**

In case of joint ownership, each of the joint owners shall be entitled to Use the joint Foreground as it sees fit, and to grant non-exclusive licences, without obtaining any consent from, paying compensation to, or otherwise accounting to any other joint owner, unless otherwise agreed between the joint owners.

The joint owners shall agree on all protection measures and the division of related cost in advance.

### **8.2 Transfer of Foreground**

8.2.1 Each Party may transfer ownership of its own Foreground following the procedures of the Contract.

8.2.2 It may identify specific third parties it intends to transfer the ownership of its Foreground to in Attachment (3) to this Partnership Agreement. The other Parties hereby waive their right to object to a transfer to listed third parties according to the Contract.

8.2.3 The transferring Party shall, however, notify the other Parties of such transfer and shall ensure that the rights of the other Parties will not be affected by such transfer.

Any addition to Attachment (3) after signature of this Agreement requires a decision of the Steering Committee

### 8.3 Dissemination

#### 8.3.1 Publication

8.3.1.1 Dissemination activities including but not restricted to publications and presentations shall be governed by the procedure of the Contract subject to the following provisions.

Prior notice of any planned publication shall be given to the other Parties concerned at least 45 days before the publication. Any objection to the planned publication shall be made in writing to the Promoter and to any Party concerned within 30 days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.

#### 8.3.1.2 An objection is justified if

- (a) the objecting Party's legitimate academic or commercial interests are compromised by the publication; or
- (b) the protection of the objecting Party's Foreground or Background is adversely affected.

The objection has to include a precise request for necessary modifications.

8.3.1.3 If an objection has been raised the involved Parties shall discuss how to overcome the justified grounds for the objection on a timely basis (for example by amendment to the planned publication and/or by protecting information before publication) and the objecting Party shall not unreasonably continue the opposition if appropriate actions are performed following the discussion.

#### 8.3.2 Publication of another Party's Foreground or Background

For the avoidance of doubt, a Party shall not publish Foreground or Background of another Party, even if such Foreground or Background is amalgamated with the Party's Foreground, without the other Party's prior written approval. For the avoidance of doubt, the mere absence of an objection according to 8.3.1 is not considered as an approval.

#### 8.3.3 Cooperation obligations

The Parties undertake to cooperate to allow the timely submission, examination, publication and defence of any dissertation or thesis for a degree which includes their Foreground or Background subject to the confidentiality and publication provisions agreed in this Partnership Agreement.

#### 8.3.4 Use of names, logos or trademarks

Nothing in this Partnership Agreement shall be construed as conferring rights to use in advertising, publicity or otherwise the name of the Parties or any of their logos or trademarks without their prior written approval.

### **Section 9: Access Rights**

#### 9.1 Background covered

In accordance with and subject to the provisions of the Contract, any Party may enter in Attachment 2 any specific Background excluded from the obligation to grant Access Rights in accordance with the provisions of this Partnership Agreement. All other Background except that listed in Attachment 2 shall be available for the granting of Access Rights in accordance with the provisions of this Partnership Agreement.

#### 9.2 General Principles

9.2.1 Each Party shall implement its tasks in accordance with the Partnership Plan and shall bear sole responsibility for ensuring that its acts within the Initiative do not knowingly infringe third party property rights.

9.2.2 Parties shall inform the Partnership as soon as possible of any limitation to the granting of Access Rights to Background or of any other restriction which might substantially affect the granting of Access Rights (e.g. the use of open source code software in the Initiative).

9.2.3 If the Steering Committee considers that the restrictions have such impact, which is not foreseen in the Partnership Plan, it may decide to update the Partnership Plan accordingly.

9.2.4 Any Access Rights granted expressly exclude any rights to sublicense unless expressly stated otherwise.

Access Rights shall be free of any administrative transfer costs.

Access Rights are granted on a non-exclusive basis, if not otherwise agreed in writing by all the Parties according to the Contract.

9.2.5 Foreground and Background shall be used only for the purposes for which Access Rights to it have been granted.

9.2.6 All requests for Access Rights shall be made in writing.

The granting of Access Rights may be made conditional on the acceptance of specific conditions aimed at ensuring that these rights will be used only for the intended purpose and that appropriate confidentiality obligations are in place.

9.2.7 The requesting Party must show that the Access Rights are Needed.

### 9.3 Access Rights for implementation

Access Rights to Foreground and Background Needed for the performance of the own work of a Party under the Initiative shall be granted on a royalty-free basis, unless otherwise agreed for Background in Attachment 1.

### 9.4 Access Rights for Use

9.4.1 Access Rights to Foreground if Needed for Use of a Party's own Foreground shall be granted on a Fair and Reasonable conditions.

9.4.2 Access Rights to Background if Needed for Use of a Party's own Foreground shall be granted on Fair and Reasonable conditions.

9.4.3 A request for Access Rights may be made up to twelve months after the end of the Initiative or, in the case of Art. 9.6.2.1.2, after the termination of the requesting Party's participation in the Initiative.

Access Rights granted to any Affiliated Entity are subject to the continuation of the Access Rights of the Party to which it is affiliated, and shall automatically terminate upon termination of the Access Rights granted to such Party.

Upon cessation of the status as an Affiliated Entity, any Access Rights granted to such former Affiliated Entity shall lapse.

Further arrangements with Affiliated Entities may be negotiated in separate agreements.

### 9.5 Additional Access Rights

For the avoidance of doubt any grant of Access Rights not covered by the Contract or this Partnership Agreement shall be at the absolute discretion of the owning Party and subject to such terms and conditions as may be agreed between the owning and receiving Parties.

### 9.6 Access Rights for Parties entering or leaving the Partnership

#### 9.6.1 New Parties entering the Partnership

All Foreground developed before the accession of the new Party shall be considered to be Background with regard to said new Party.

## 9.6.2 Parties leaving the Partnership

### 9.6.2.1 Access Rights granted to a leaving Party

#### 9.6.2.1.1 Defaulting Party

Access Rights granted to a Defaulting Party and such Party's right to request Access Rights shall cease immediately upon receipt by the Defaulting Party of the formal notice of the decision of the Steering Committee to terminate its participation in the Partnership.

#### 9.6.2.1.2 Non-defaulting Party

A non-defaulting Party leaving voluntarily and with the other Parties' consent shall have Access Rights to the Foreground developed until the date of the termination of its participation.

It may request Access Rights within the period of time specified in Art. 9.4.3.

### 9.6.2.2 Access Rights to be granted by any leaving Party

Any Party leaving the Initiative shall continue to grant Access Rights pursuant to the Contract and this Partnership Agreement as if it had remained a Party for the whole duration of the Initiative.

## 9.7 Specific Provisions for Access Rights to Software

For the avoidance of doubt, the general provisions for Access Rights provided for in this Section 9 are applicable also to Software.

Parties' Access Rights to Software do not include any right to receive source code or object code ported to a certain hardware platform or any right to receive respective Software documentation in any particular form or detail, but only as available from the Party granting the Access Rights.

## **Section 10: Non-disclosure of information**

10.1 All information in whatever form or mode of transmission, which is disclosed by a Party (the "Disclosing Party") to any other Party (the "Recipient") in connection with the Initiative during its implementation and which has been explicitly marked as "confidential", or when disclosed orally, has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 days from oral disclosure at the latest as confidential information by the Disclosing Party, is "Confidential Information".

10.2 The Recipients hereby undertake in addition and without prejudice to any commitment of non-disclosure under the Contract, for a period of 5 years after the end of the Initiative:

- not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- not to disclose Confidential Information to any third party without the prior written consent by the Disclosing Party;

- to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and
- to return to the Disclosing Party on demand all Confidential Information which has been supplied to or acquired by the Recipients including all copies thereof and to delete all information stored in a machine readable form. If needed for the recording of ongoing obligations, the Recipients may however request to keep a copy for archival purposes only.

10.3 The Recipients shall be responsible for the fulfillment of the above obligations on the part of their employees and shall ensure that their employees remain so obliged, as far as legally possible, during and after the end of the Initiative and/or after the termination of employment.

10.4 The above shall not apply for disclosure or use of Confidential Information, if and in so far as the Recipient can show that:

- the Confidential Information becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;
- the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
- the Confidential Information is communicated to the Recipient without any obligation of confidence by a third party who is in lawful possession thereof and under no obligation of confidence to the Disclosing Party;
- the disclosure or communication of the Confidential Information is foreseen by provisions of the Contract;
- the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party; or
- the Confidential Information was already known to the Recipient prior to disclosure or
- the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, subject to the provision Art. 10.7 hereunder.

10.5 The Recipient shall apply the same degree of care with regard to the Confidential Information disclosed within the scope of the Initiative as with its own confidential and/or proprietary information, but in no case less than reasonable care.



10.6 Each Party shall promptly advise the other Party in writing of any unauthorised disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.

10.7 If any Party becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure

-notify the Disclosing Party, and

-comply with the Disclosing Party's reasonable instructions

to protect the confidentiality of the information.

10.8 The confidentiality obligations under this Partnership Agreement and the Contract shall not prevent the communication of Confidential Information to the Programme Operator.

### **Section 11: Auditing**

Each Party provides auditing reports in accordance with rules and requirements stipulated in each Party's national legislation on audit of Initiatives and Annex 12 to Regulation.

### **Section 12: Miscellaneous**

12.1 Attachments, inconsistencies and severability

This Partnership Agreement consists of this core text and

Attachment 1 (Background included)

Attachment 2 (Background excluded)

Attachment 3 (List of Third Parties)

Attachment 4 (Partnership Plan with Partnership Budget)

In case the terms of this Partnership Agreement are in conflict with the terms of the Contract, the terms of the latter shall prevail. In case of conflicts between the attachments and the core text of this Partnership Agreement, the latter shall prevail.

Should any provision of this Partnership Agreement become invalid, illegal or unenforceable, it shall not affect the validity of the remaining provisions of this Partnership Agreement. In such a case, the Parties concerned shall be entitled to request that a valid and practicable provision be negotiated which fulfils the purpose of the original provision.

## 12.2 No representation, partnership or agency

The Parties shall not be entitled to act or to make legally binding declarations on behalf of any other Party. Nothing in this Partnership Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Parties.

## 12.3 Notices and other communication

Any notice to be given under this Partnership Agreement shall be in writing to the addresses and recipients as listed in the most current address list kept by the Promoter.

Formal notices:

If it is required in this Partnership Agreement (Article. 9.7.2.1.1 and 11.4) that a formal notice, consent or approval shall be given, such notice shall be signed by an authorised representative of a Party and shall either be served personally or sent by mail with recorded delivery or telefax with receipt acknowledgement.

Other communication:

Other communication between the Parties may also be effected by other means such as e-mail with acknowledgement of receipt, which fulfils the conditions of written form.

Any change of persons or contact details shall be notified immediately by the respective Party to the Promoter. The address list shall be accessible to all concerned.

## 12.4 Assignment and amendments

No rights or obligations of the Parties arising from this Partnership Agreement may be assigned or transferred, in whole or in part, to any third party without the other Parties' prior formal approval.

Amendments and modifications to the text of this Partnership Agreement not explicitly listed in Article 6.3.6 require a separate agreement between all Parties.

## 12.5 Mandatory national law

Nothing in this Partnership Agreement shall be deemed to require a Party to breach any mandatory statutory law under which the Party is operating.

## 12.6 Language

This Partnership Agreement is drawn up in English, which language shall govern all documents, notices, meetings, arbitral proceedings and processes relative thereto.

## 12.7 Applicable law

This Partnership Agreement shall be construed in accordance with and governed by the laws of the Czech Republic and excluding its conflict of law provisions.

## 12.8 Settlement of disputes

[Please choose between the options 1 and 2 and within these options between 1.1.and 1.2 or 2.1 and 2.2]

[OPTION 1: WIPO Mediation Followed, in the Absence of a Settlement, by WIPO Expedited Arbitration or by Court Litigation]

Any dispute, controversy or claim arising under, out of or relating to this contract and any subsequent amendments of this contract, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be submitted to mediation in accordance with the WIPO Mediation Rules. The place of mediation shall be Brussels unless otherwise agreed upon. The language to be used in the mediation shall be English unless otherwise agreed upon.

Should a dispute arise between the Parties concerning the validity, the interpretation and/or the implementation of this Partnership Agreement, they will try to solve it through mediation, according to the rules of WIPO Mediation Rules, Brussels. The Parties undertake not to put an end to the mediation before the introductory statement made by each party in joint session.

Should the mediation fail to bring about a full agreement between the Parties putting an end to the dispute,

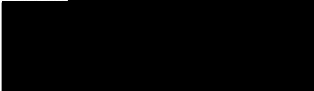
said dispute will be finally settled by arbitration, according to the rules of the Belgian Centre for Arbitration and Mediation (in short: CEPANI).

### Section 13: Signatures

AS WITNESS:

The Parties have caused this Partnership Agreement to be duly signed by the undersigned authorised representatives on separate pages the day and year first above written.

Masarykova univerzita 

Signature 

Name Mikuláš Bek 

Title doc. PhDr., Ph.D. 

Date 24 -11- 2016

Høgskolen i Lillehammer

Signature

Name

Title

KATHRINE SKRETTING  
RECTOR

Date

Nov. 18 2016

**[Attachment 1: Background included]**

Access Rights to Background made available to the Parties:

- a. Masarykova univerzita
- b. Høgskolen i Lillehammer

This represents the status at the time of signature of this Partnership Agreement.

**[Attachment 2: Background excluded]**

Background excluded from Access Rights:

- a. none

This represents the status at the time of signature of this Partnership Agreement.

**[Attachment 3: List of Third Parties]**

List of Third Parties to which transfer of Foreground is possible with prior notice to the other Parties and for which the other Parties have waived their right to object.

none

