Temporary trademark use rights





Došlo na právní oddělení ČZU dne:

2 5. 10. 2019

TEMPORARY TRADEMARK USE RIGHTS OF TIIMIAKATEMIA® AND TEAM ACADEMY® TRADEMARKS

Agreement parties of this agreement are:

Tiimiakatemia Global (Partus Oy, COMPANY ID, Republic of Finland), represented by Dr. Heikki Toivanen, Managing Director, that is hereafter referred as "Tiimiakatemia Global"; and

Czech University of Life Sciences (CZECH NAME, COMPANY ID, Czech Republic), represented by prof. Ing. Petr Sklenička, CSc., rector, that is hereafter referred as "CULS Prague".

Tiimiakatemia Global grants CULS Prague non-exclusive and temporarily rights to use Tiimiakatemia®, Tiimiakatemia® logo, Team Academy®, Team Academy® logo, Team Entrepreneur® and Teampreneur® trademarks ("trademarks" or "trademarks in question" hereafter) with the following limitations and clauses:

- The trademarks in question can be only used in communications where CULS Prague's Innovative Entrepreneurship (in Czech language "Inovativní podnikání"), that is implemented on the territory of Czech Republic and under Czech Republic laws and regulations, is represented.
- 2. The use rights are non-exclusive and Tiimiakatemia retains all rights to use or distribute the trademarks in question in any way it chooses.
- 3. The use rights are temporal and are in effect until the end of October 2022 and will be renewed to be in effect after that if CULS Prague's fullfill the Conditions of Tiimiakatemia® Organization Certificate Criteria of Tiimiakatemia Global, "Tiimiakatemia® Certification Manual for current year".
- 4. The use rights do not give CULS Prague any rights to transfer or grant any third party the rights to use the trademarks in question.
- 5. Tiimiakatemia Global does not charge any kinds of fees from CULS Prague for the use rights of these trademarks in question for the duration of this agreement. Tiimiakatemia Global is not entitled to have any part or provision of any profits, grants or other financial gains generated to CULS Prague because of the use of the trademarks in question for the duration of this agreement.



- 6. In addition limited use rights of trademarks, CULS Prague has the right to use any logos created and governed by Partus Ltd that have the trademark texts within them. Also, CULS Prague may use parts or elements of these logos. All clauses that apply to use of trademarks also apply to the use of these logos and their parts.
- 7. Tiimiakatemia Global retains the right to prohibit CULS Prague in using the trademarks for any reason. The prohibition of trademark use is done by Tiimiakatemia Global by sending CULS Prague by sending it a written notification that is effectual immediately.
- Tiimiakatemia Global retains the rights to make this agreement invalid
 and non-effectual with a written notification that is effectual
 immediately after notice delivery.
- Should Tiimiakatemia Global lose its rights to the trademarks for any reason, this agreement becomes invalid and non-effectual. In this case Tiimiakatemia Global will inform CULS Prague of this with a written notification.
- 10. CULS Prague will use the trademarks in a way that their use clearly distinguishes the Innovative Entrepreneurship (in Czech language "Inovativní podnikání") program from other programs or organizations that use the same trademarks.
- 11. CULS Prague will use the trademarks in such a way that the use will not damage the reputation of the trademarks in question.
- 12. Any use of the trademarks in communications related to politics, religion, topics related to activities that are illegal in Czech Republic or the Republic of Finland, topics related to violations of commonly acknowledged human rights and topics related to violation of commonly acknowledge good conduct is prohibited unless Tiimiakatemia Global grants such rights to CULS Prague individually with each case with a written permission.
- 13. CULS Prague admits that it is not the owner of Tiimiakatemia® or Team Academy® trademarks and is not the original inventor of Tiimiakatemia® Method. Also, CULS Prague has not the right to may any claims on being the owner of the trademarks in question or being the inventor of Tiimiakatemia® Method to any third parties or the public.



- 14. If inquired by a third party, CULS Prague will inform this party of this agreement by sending this party a copy of this agreement via mail or electronic mail.
- 15. CULS Prague will inform Tiimiakatemia Global of any cases where it suspects or knows of infringement of the use rights of the trademarks in question. This informing must be done with a written notification to Tiimiakatemia Global's managing director.
- 16. The communications between the agreement parties concerning this agreement are done by from Tiimiakatemia Global's side by Managing Director Dr. Heikki Toivanen and from CULS Prague's side by Guarantor of study programme Innovative Entrepreneurship Ing. Václav Švec, Ph.D. Both parties have the right to change these persons without asking permission from the other agreement party but have the duty to inform the other agreement party of this change with a written notification.
- 17. CULS Prague follows all the instructions that Tiimiakatemia Global may give it on the use of trademarks in question. All instructions will be in written form and those that are not are not effectual. Should instructions be conflicted, the conflicted instructions that have been provided to CULS Prague the latest are effectual and others are not. Should the instructions be in conflict with this agreement or any additions made to it, this agreement and its additions are effectual and the instructions are not.
- 18. Neither of the agreement parties may transfer this agreement or its additions to third parties.
- 19. This agreement follows the laws of Republic of Finland.
- 20. Any legal disputes concerning this agreement are handled in Finnish courts of law.
- 21. Contact person for CULS Prague is: Ing. Václav Švec, Ph.D., guarantor of the study program Innovative Entrepreneurship, tel.: +420777915625, e-mail: svec@pef.czu.cz.
- 22. The agreement parties may include additions to this agreement. These additions are effectual only if they have been signed by both agreement parties and are clearly marked as being additions to this agreement. Should the additions be in conflict with this agreement, the conflicting clauses of the additions are not effectual and the clauses of this agreement are effectual unless otherwise jointly agreed upon by both agreement parties of this agreement. Should any addition's



clauses be in conflict with each other, the clause that has been signed latest by both agreement parties is effectual and the other clauses are not.

- 23. The Contracting Parties agreed to publish the full text of the contract in accordance with Act No. 340/2015 Coll., On the Special Conditions for the Effectiveness of Certain Contracts, the Publishing of such Contracts and the Contract Register (A Contract Registry Act) as amended.
- 24. This Agreement shall enter into force on the date of signature of the contract by the authorized representatives of both Contracting Parties and into effect by publication in the register of contracts in accordance with Act No. 340/2015 Coll., On the Special Conditions for the Effectiveness of Certain Contracts, the Publishing of such Contracts and the Contract Register (Contract Registry Act) as amended.
- 25. The Agreement is drawn up in 3 (three) identical copies, each copy having the value of the original. The CULS Prague will receive 2 (two) and Tiimiakatemia Global 1 (one) identical copies of the Agreement.
- 26. The previous contract concluded on 20 September 2019 becomes invalid by concluding this contract.

We, the representatives of the agreement parties with signatory rights of our respective organizations hereby confirm with our signatures this agreement to be valid and in effect immediately.

Tilmiakatemia/Global

23-03-2019

CULS Prague -74 03 -2019 24 -10 - 2019

23-10-2019

Dr. Heikki Tofvanen Managing Director p. + +358 40 521 1067 heikki.toivanen@partus.fi prof. Ing. Petr Sklenička, CSc. rector

Enclosure(s)

Annex 1: A List of Trademarks Owned by Partus Ltd Annex 2: Tiimiakatemia® trademark specifications







ANNEX 1: A LIST OF TRADEMARKS UNDER THIS AGREEMENT

	Catchword	Country:	Classes:	Appl No.
TM3102EU00	TEAM ACADEMY	European Community	16, 35, 41	005812276
TM3101EU00	TEAM ENTREPRENEUR	European Community	16, 35, 41	005953559
TM3103EU00	TEAMPRENEUR	European Community	16, 35, 41	007264658
TM3107FI00	TIIMI AKATEMIA (LOGO)	Finland	16, 35, 41	T200901626
TM3112FI00	TIIMIAKATEMIA	Finland	16, 35, 41	T200901625
TM3104EU00	TIIMIAKATEMIA	European Community	16, 35, 41	009390923
TM3107EU00	TIIMI AKATEMIA (LOGO)	European Community	16, 35, 41	010047744
TM3107IP00	TIIMI AKATEMIA (LOGO)	International Protocol (Madrid)	16, 41	

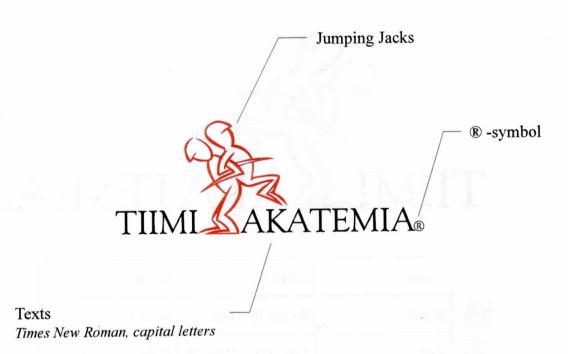
Tiimiakatemia trademark, colours



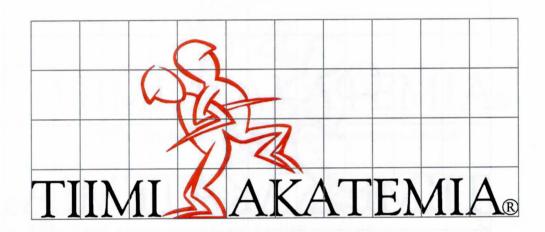
Color	CMYK	RGB
Black	0c 0m 0y 100k	0r 0g 0b
Red	10c 100m 100y 0k	198r 19g 24b



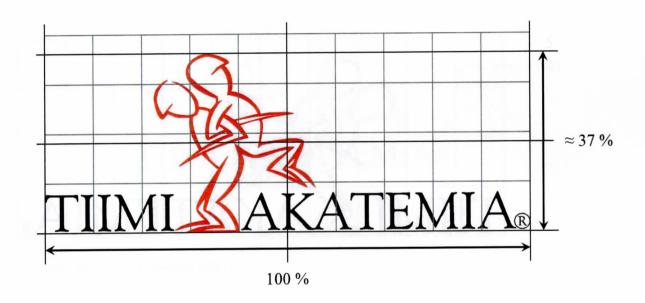
Tiimiakatemia trademark, elements



Tiimiakatemia trademark, grid

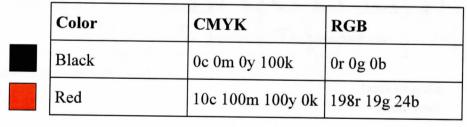


Tiimiakatemia trademark, grid & scale (estimate)

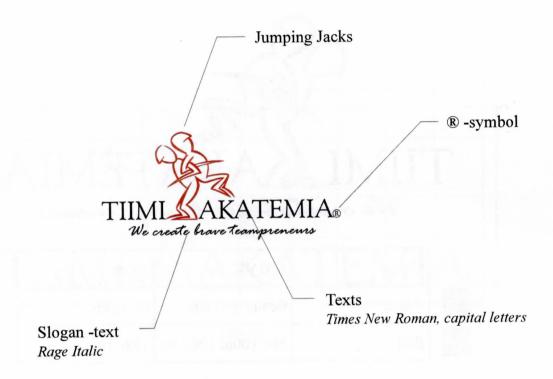


Tiimiakatemia trademark with English slogan, colors





Tiimiakatemia trademark with English slogan, elements

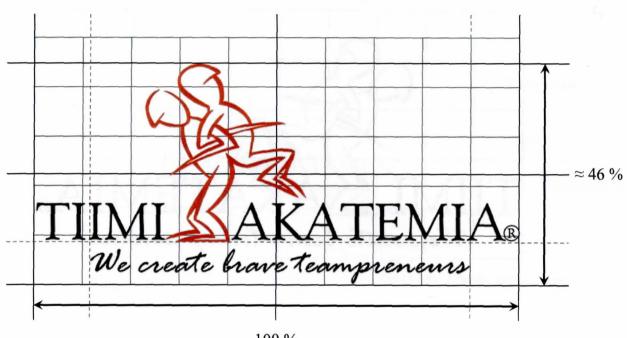


Tiimiakatemia trademark with English slogan, grid





Tiimiakatemia trademark with English slogan, grid and scale (estimates)



100 %