**Partnership Agreement - Contract**

Turbulent-resolving urban modeling of air quality and thermal comfort

(TA CR: TO01000219)

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| **Ústav informatiky AV ČR, v. v. i. (Institute of Computer Science, Czech Academy of Sciences)** | |
| having its registered office at: | Pod Vodárenskou věží 271/2, 182 07 Praha 8 |
| Governing Body: | prof. Ing. Emil Pelikán, CSc., Director |
| Company Number: | 67985807 |
| Taxpayer Identification Number: | CZ67985807 |
| Bank Details: | Česká národní banka (Czech National Bank) |
| Account Number: | xx-xxxxxxxx/xxxx |
| Contact Persons: | Principal Investigator: xxxxxxxxxxxxxxxxxxxxxxxx |
| hereinafter referred to as “**ICS CAS**” or the “**Project Promoter**”)  and | |
| **Nansen Environmental and Remote Sensing Centre** | |
| having its registered office at: | Thormøhlens Gate 47, 5006 Bergen, Norway |
| Governing Body: | Mr. Johnny Andre Johannessen, Managing director |
| Company Number: | 943432449 |
| Taxpayer Identification Number: | NO943432449 |
| Bank Details: | Handelsbanken AS |
| Account Number: | Xxxx xx xxxxx/ IBAN: xxxxxxxxxxxxxxx |
| Contact Persons: | Investigator: xxxxxxxxxxxxxxxxxxxxxxxxx |
| hereinafter referred to as “**NERSC**” or the “**Project Partner**” | |
| and | |
| **ATEM – Ateliér ekologických modelů, s. r. o. (ATEM – Studio of Ecological Models)** | |
| having its registered office at: | Roztylská 1860/1, 148 00 Praha |
| Governing Body: | Mgr. Jan Karel, Managing Director |
| Company Number: | 27181278 |
| Taxpayer Identification Number: | CZ27181278 |
| Bank Details: | Česká spořitelna, a. s. |
| Account Number: | xxxxxxxxxx/xxxx |
| Contact Persons: | Investigator: xxxxxxxxxxxxxx |
| hereinafter referred to as “**ATEM**” or the “**Project Partner**” | |
| and | |
| **Český hydrometeorologický ústav (Czech Hydrometeorological Institute)** | |
| having its registered office at: | Na Šabatce 2050/17, 143 00 Praha 4 |
| Governing Body: | Mgr. Mark Rieder, Director |
| Company Number: | 00020699 |
| Taxpayer Identification Number: | CZ00020699 |
| Bank Details: | Česká národní banka (Czech National Bank) |
| Account Number: | xxxxxxxxxx/xxxx |
| Contact Persons: | Investigator: xxxxxxxxxxxxxxxxxxxx |
| hereinafter referred to as “**CHMI**” or the “**Project Partner**” | |
| and | |
| **Univerzita Karlova (Charles University)** | |
| having its registered office at: | Ovocný trh 560/5, 116 36 Praha 1, Faculty of Mathematics and Physics, Ke Karlovu 2027/3, 121 16 Praha 2 |
| Governing Body: | doc. RNDr. Mirko Rokyta, CSc., Dean of the Faculty of Mathematics and Physics |
| Company Number: | 00216208 |
| Taxpayer Identification Number: | CZ00216208 |
| Bank Details: | Komerční banka, Praha 1 |
| Account Number: | xxxxxxxx/xxxx |
| Contact Persons: | Investigator: xxxxxxxxxxxxxxxxxx |
| hereinafter referred to as “**CUNI**” or the “**Project Partner**” | |

(hereinafter collectively referred to as the “**Contracting Parties**”)

(NERSC, ATEM, CHMI and CUNI are hereinafter collectively referred to as “**Project Partners**”)

have entered into, according to Section 1746(2) of Act No. 89/2012 Sb., the Civil Code, as amended (hereinafter referred to as “**OZ**”), and Act No. 130/2002 Sb. on aid for research and development from public funds, as amended (hereinafter referred to as “**ZPVV**”), the contract worded as follows:

1. **Project**
   1. The project is project no. ***TO01000219***, entitled ***Modelování kvality ovzduší a tepelného komfortu s rozlišenou turbulencí v městském prostředí (Turbulent-resolving urban modeling of air quality and thermal comfort)*** (hereinafter referred to as the “**Project**”).
   2. The Project is supported by Technologická agentura České republiky (Technology Agency of the Czech Republic - hereinafter referred to as “**TA CR**” or the “**Programme Operator**”) as part of the 1st Call for Proposals of the KAPPA funding programme for applied research, experimental development and innovation, and is evaluated in accordance with the legal framework of EEA and Norway Grants 2014-2021 and with Section 21 ZPVV. The Project specified above was approved in Ruling on the Result of Public Tender TACR/297-5/2020 of 16.10.2020.
   3. The Project is delineated by:
      * 1. Project Contract No. 2020TO01000219, which the Project Promoter shall send to the Project Partners without delay once it has been entered into (hereinafter referred to as the “**Project Contract**”);
        2. the terms and conditions of the provision of aid in the KAPPA programme, which constitutes Annex 1 to this Contract and an inseparable part thereof (hereinafter referred to as the “**KAPPA Terms and Conditions**”);
        3. the Key Project Parameters of the implementation of the Project, which constitute an annex to the Project Contract, and the approved Project proposal in accordance with Section 9(2) ZPVV, and which constitute Annex 2 to this Contract and an inseparable part thereof (hereinafter referred to as the “**Key Project Parameters**”);
        4. the relevant parts of the approved Project proposal, approved by the Programme Operator, including annexes, which are referred to in this Contract (hereinafter referred to as the “**Approved Project Proposal**”);
        5. any amendments, modification, and supplementations to the documents specified above, if provably reported to the Project Partners by ICS CAS;

(hereinafter referred to as the “**Project submission**”).

1. **The subject-matter and purpose of the Contract**
   1. The purpose of the Contract is primarily:
      * 1. the achievement of the declared results and objectives of the Project specified in the Key Project Parameters (hereinafter referred to as the “**Required Results**”);
        2. determination of the cooperation of the Contracting Parties for the purpose of handling the Project and determination of the terms and conditions under which the Project Promoter shall provide a portion of the dedicated funds to the Project Partners;
        3. assurance of the terms and conditions for the problem-free drawing of the allocated aid;
        4. determination of the rights and obligations of the individual Contracting Parties in connection with the execution of the Project, for the handling of which the Project Promoter is responsible, assurance of fulfilment of all objectives of the Project, and protection of the property interest of the Project Promoter, which has obligations toward the Programme Operator;
        5. distribution of rights to the results of the Project, which draw on the Key Project Parameters and which at the same time respect the prohibition of indirect public aid according to Rámec pro státní podporu výzkumu, vývoje a inovací (Framework for State aid of Research, Development, and Innovation) (2014/C 198/01) (hereinafter referred to as the “**Framework**”), i.e. when determining the joint ownership ratio, the share of individual beneficiaries in activities in the execution of the Project is proportionately taken into account such that there is no prohibited indirect public aid;
        6. the regulation, management, and control of introduced rights, and rights acquired or created during the handling of the Project, which are essential for the handling of the Project;
        7. arrangement of the obligation of the Project Promoter to transfer the relevant portion of aid from its bank account into the bank accounts of the Project Partners, and setting the time limit for such transfer;
        8. arrangement of the obligation of the Contracting Parties to maintain confidentiality regarding all information relating to the handling of the Project, and its proposal, such that the results and objectives of its execution are not jeopardised;
        9. arrangement of the obligation of cooperation on the implementation plan in relation to the results of the solution and the submission of implementation reports;
        10. regulation of the terms and conditions to concern dispute resolution, the possibility of an audit of the Project by the Project Promoter at a Project Partner, the method of paying expenses to all Project Partners in accordance with Pokyn pro výzkumné programy (Instruction for Research Programmes) in accordance with subparagraph 6(2)(j) of Podmínek KAPPA (KAPPA Terms and Conditions).
   2. The content of the Contract is the rights and obligations of the Contracting Parties and their undertakings in relation to the activities specified hereunder during the handling of the Project and during the time thereafter.
   3. The Contracting Parties have arranged that all arrangements contained in this Contract must be interpreted and fulfilled in such a way that the objectives of the Project or the obligations which ICS CAS has in the position of Project Promoter to the Programme Operator are fulfilled.
2. **Cooperation of the Contracting Parties for the purpose of handling the Project** 
   1. The Project Promoter and the Project Partners undertake to perform the activities and fulfil the obligations ensuing from the Project submission (in particular, according to Article 4 of the KAPPA Terms and Conditions), which are stated in the documents specified in paragraph I(3) of this Contract, and to this end declare that they are sufficiently familiar with them and have no objections to them.
   2. The Project Promoter and the Project Partners undertake to share in activities within the bounds of the handling of the Project in accordance with the Project submission. Each of them shall act such that the Required Results and objectives of the Project are achieved.
   3. With this Contract, the Project Partners undertake in relation to the Project Promoter that they shall, within the bounds of cooperation on the handling of the Project, carry out within the set times and to the set extent the acts specifically determined in the Key Project Parameters and in Annex 1 to the Approved Project Proposal (Gantt chart), as aimed at the execution of the Project, and/or the other acts necessary or required for the execution of the Project. The Project Partners undertake to ensure the execution of the acts according to the preceding sentence through the persons specified in Annex 1 to the Approved Project Proposal.
   4. The Contracting Parties take note that the Project Promoter is responsible to the Programme Operator for fulfilment of the obligations arising from the rules of public procurement and from the rules of the provision of aid such as they are defines in the Project Contract and in the KAPPA Terms and Conditions. The Project Partners undertake to provide all required coaction to ensure that the Project Promoter is able to fulfil in a due and timely manner the obligations vis-à-vis the Programme Operator specified above. In connection with the fulfilment of the obligations of the Project Promoter according to the preceding sentence, the Project Promoter is authorised to call on the Project Partners to fulfil their obligations under this Contract within the time limit determined by the Project Promoter such that the Project Promoter has sufficient time in which to fulfil the relevant obligations vis-à-vis the Programme Operator; unless this Contract provides otherwise or unless the Project Promoter determines otherwise or unless a different length of the time limit ensues from circumstances, the Project Partners undertake to fulfil their obligations according to this Contract not later than 15 calendar days prior to the expiration of the time limit laid down by the Programme Operator on the Project Promoter for fulfilment of the relevant obligation.
   5. The Project Partners expressly undertake to adhere to the obligations and fulfil the undertakings determined for the Project Promoter according to Article 4 of the KAPPA Terms and Conditions, and/or they are obliged to provide all required coaction for the purpose of adherence by the Project Promoter to these obligations, including the liability of the Project Promoter for breach of budget discipline by a Project Partner.
   6. The Contracting Parties declare that they know of all particulars of the Project Contract, the KAPPA Terms and Conditions, and the Key Project Parameters, this in accordance with subparagraph 6(2)(g) of the KAPPA Terms and Conditions.
   7. The Project Partner also has the same obligations and responsibilities vis-à-vis the Project Promoter as has the Project Promoter vis-à-vis TA CR and which ensue primarily from the Project submission and correspond in the specialised part of the allocation to each of the Project Partners that share in the execution of the Project. The Contracting Parties undertake to provide each other with all coaction required such that the Required Results of the Project are achieved in accordance with the Project submission.
   8. The Contracting Parties are obliged to act in the execution of the Project ethically, correctly, and transparently, in accordance with good morals, whereby they undertake to maintain confidentiality regarding all information relating to the handling of the Project, including the Approved Project Proposal, such that the results and objections of the execution thereof are not jeopardised.
3. **Financial arrangements** 
   1. The Project is financed with funds provided by TA CR within the bounds of dedicated aid for the implementation of the Project.
   2. TA CR shall send the full amount of aid for the relevant period to the main beneficiary of aid, in accordance with the terms and conditions laid down in Article 3 of the KAPPA Terms and Conditions.
   3. The Contracting Parties are authorised to draw the portion of the financial aid specified for them in the Key Project Parameters of the implementation of the Project (Article 7, Costs).
   4. The Project Promoter undertakes, in each calendar year for the period of duration of the Project, to send the relevant amount of the dedicated funds allocated by the Programme Operator to each Project Partner, into its bank account specified in this Contract, as corresponding to the activities which the Project Partner shall ensure, invariably within 15 calendar days of the time at which it receives those funds into its own bank account from the Programme Operator. The Project Promoter is authorised not to provide the relevant portion of aid within the time limit according to the preceding sentence in the case of any breach of obligation by the Project Partner, of which it shall inform the Project Partners and the Programme Operator without delay. Should the Project Partner change its bank account number, the Project Partner shall inform the Project Promoter of the new account number in an official letter signed by the appointed representative of the governing body of the Project Partner. The relevant amount shall be sent by the Project Promoter to the Project Partner in Czech crowns (CZK), unless the Project Partner and the Project Promoter agree otherwise.
   5. The Project Partner is obliged to provide the Project Promoter with the required coaction in the billing of eligible costs for the year prior, and to supply supporting documents for (regular) annual reports on the course of the implementation of the Project and other reports which the Project Promoter is obliged to submit according to Article 11 of the KAPPA Terms and Conditions.
   6. The Project Promoter is obliged to return to the Programme Operator the unused portion of the provided aid for the entire Project, incomes from projects, and other payments specified by the rules for providing aid. The Project Partner is, pursuant to the obligation of the beneficiary specified above, obliged to send to the Project Promoter, or the Programme Operator, the corresponding portions of those amounts, sufficient in advance, such that the Project Promoter may adhere to the relevant deadlines laid down by the Programme Operator. Should the Project Partner send the relevant unused portion of aid directly to the Programme Operator, it shall inform the Project Promoter of this without delay.
   7. The Project Partner is obliged to duly and unambiguously enumerate for the Programme Operator all incomes from the Project and to proceed in this regard according to Article 9 of the KAPPA Terms and Conditions.
   8. The Project Partner undertakes to use the provided aid exclusively for the payment of the eligible costs of the Project.
   9. In light of the fact that the Project Promoter is liable to the Programme Operator for all breaches of the rules of providing aid, even by the Project Partner, the Project Promoter reserves the right to act vis-à-vis the Project Partners in a way which corresponds to the way in which the Programme Operator acts vis-à-vis the Project Promoter; in particular it may analogically conduct an inspection (including a Project audit) and evaluation in accordance with the KAPPA Terms and Conditions at the Project Partners for the purpose of supervising adherence to those rules. The Project Partners undertake to provide all coaction required for such purposes. The Project Promoter shall provide notification of the shortcomings which it ascertains and the Project Partner shall take corrective measures without delay, within the time limit determined by the Project Promoter.
   10. The Contracting Parties undertake to provide due coaction to the Programme Operator in the case of an inspection and evaluation of fulfilment of the objectives of the Project, an inspection of the drawing and use of aid, and the expediency of the expended costs according to Section 13 of Act No. 130/2002 Sb., this in accordance with an administrative inspection according to Act No. 320/2001 Sb. on financial control in public administration and amending certain acts, and according to the relevant internal regulations of the Programme Operator.
   11. The Project Partners are obliged to dispose of the aid funds in accordance with legal regulations correctly, frugally, effectively, and expediently, whereby they are obliged to adhere to the maximum permissible share of aid of the Project from public funds in the eligible costs of the Project.
   12. Other financial arrangements are governed by the Key Project Parameters and by the KAPPA Terms and Conditions.
4. **The eligible costs of the Project**
   1. The eligible costs of the Project are understood to be the eligible costs expended on the activities specified in Section 2(2)(m) ZPVV which the Programme Operator has approved and which are justified.
   2. The size of the eligible costs of the implementation of the Project for the Project Partners is set out in the Key Project Parameters.
   3. The Project Partners are obliged to use the grant solely to cover the eligible costs of the Project and solely in accordance with their timing. The Project Partners are further obliged to keep accounting records of all costs of the Project in accordance with Act No. 563/1991 Sb. on accounting, as amended. Should the Project Promoter or the Programme Operator, or another authorised entity, determine as such, the Project Partner is obliged to present accounting for auditing.
   4. Where the relevant portion of the grant is not provided by the Programme Operator to the Project Promoter or the relevant portion of the grant is provided by the Programme Operator to the Project Promoter with a delay in consequence of a provisional budget according to special legal regulation or in consequence of the application of another legal regulation, the Project Promoter is not liable to the Project Partner for loss or damage which the Project Partner incurs as a result of such situation.
   5. The Contracting Parties undertake to adhere to all rules laid down for the provision of aid and to follow them, i.e. to invariably proceed in accordance with the rules for public aid, the KAPPA Terms and Conditions, the Key Project Parameters, and the related internal regulations (guidelines) of the Programme Operator, whereby the Project Partner undertakes to provide performance to the Project Promoter in the same way as the Project Promoter provides performance to the Programme Operator pursuant to the Project Contract.
5. **Coaction of the Project Partner**
   1. The Project Partner is obliged to submit the following to the Project Promoter for the purpose of verifying and evaluating the procedure of the Project Partner in the implementation of the Project:
      * 1. regular reports;
        2. extraordinary reports;
        3. a final report;
        4. statements of the eligible costs of the Project;
        5. a report on the implementation of results;
        6. other reports if determined as such by the Project Promoter or the Programme Operator.
   2. A regular report is understood to be a report on the progress of the implementation of a part of the Project by the Project Partner, and/or deviations in the content of the implementation of a part of the Project, and a report on the results achieved in the period prior.
   3. The Project Partner is obliged to submit regular reports to the beneficiary invariably not later than within 10 calendar days of the end of the relevant calendar year of implementation of the Project, unless the Programme Operator provides otherwise, whereby the regular report must encompass the period of the relevant calendar year. The Project Promoter is authorised to demand a regular report even outside this regular annual periodicity. In such case the Project Partner is obliged to submit a regular report not later than on the date which the Project Promoter has specified.
   4. The Project Partner submits an extraordinary report at the request of the Project Promoter, within the time limit specified by the Project Promoter.
   5. The Project Partner is obliged to submit a final report, together with an implementation plan, to the beneficiary not later than 20 calendar days following the date of completion of the implementation of the Project specified in the Key Project Parameters. The final report is understood to be a report on all work, objectives, results, and conclusions arising from the cooperation of the Project Partner on the implementation of the Project, with a summary of all findings arising from those acts, in such a format as to provide third parties adequate enough information on the results to allow them to request authorisation to use the findings and other results arising from cooperation on the implementation of the Project. As part of the final report, the Project Partner is obliged to submit to the Project Promoter supporting documents on the total expended eligible costs of the Project.
   6. The final report must encompass the full term of the implementation of the Project and must be provided by the Project Partner to the Project Promoter within 20 calendar days of the completion of the implementation of the Project, even in the case of the early completion of the Project.
   7. Statements of the eligible costs of the Project are understood to be statements which encapsulate and prove the drawing of eligible costs by the Project Partner in accordance with the Key Project Parameters and this Contract.
   8. The Project Partner is obliged to submit statements of eligible costs within 15 calendar days of the completion of the relevant calendar year of the implementation of the Project or by the 15th day of the month which follows the end of a different period or stage of the implementation of the Project, unless the Programme Operator specifies otherwise. In the case of requesting regular reports outside the regular annual periodicity, the Project Partner shall submit a statement of eligible costs within the time limit determined by the Project Promoter for the submission of the regular report.
   9. The Project Partner is obliged to provide the reports specified in paragraph 1 of this Article to the Project Promoter electronically, whereby the Project Partner is obliged to respect the instructions of the Project Promoter to concern the content, the structure of the reports, and the time limits for the submission thereof, so that the reports may be published by the Project Promoter or the Programme Operator.
6. **Rights to tangible property**
   1. The owner of the tangible property required for the implementation of the Project and acquired from the provided aid is the Contracting Party which acquired the specified property or created it when implementing the Project. If the Contracting Parties have jointly acquired tangible property, the concerned tangible property is jointly owned by the Contracting Parties, whereby their share in the ownership of the tangible property is determined by the ratio of funds expended by the Contracting Parties in the acquisition of the tangible property.
   2. The Project Partner is not, throughout the duration of the execution of the Project, authorised to dispose of the tangible property according to paragraph 1 of this Article for the gain of another without the consent of the Programme Operator; in particular, it is not authorised to alienate, transfer, encumber, lease, lend, or loan that tangible property.
   3. The Contracting Parties are, subject to reciprocal agreement, authorised to use the tangible property according to paragraph 1 of this Article for the implementation of the Project without charge. The Contracting Parties invariably determine details regarding the use of tangible property for a specific case in a written agreement between the Contracting Parties.
7. **Liability for damage and sanctions**
   1. The Project Promoter is legally and financially responsible to the Programme Operator for the proper and lawful use of the aid provided for the Project.
   2. Each of the Contracting Parties is obliged to undertake activity aimed at achieving the purpose of this Contract and bears full responsibility for the fulfilment of its obligations arising from this Contract and from the documents specified in paragraph I(3) of this Contract, and therefore each of the Contracting Parties undertakes to refrain from any activity which could disable or hinder the achievement of the purpose of this Contract and which could lead to conflict with the interests of the Project Partners and to the incurrence of loss or damage.
   3. A Contracting Party which has committed a breach of any of the obligations according to this Contract or of the KAPPA Terms and Conditions is obliged to pay the other Contracting Parties compensation for the incurred loss or damage caused by such action. In this regard the Project Promoter has the right vis-à-vis the Project Partner to compensation of contractual penalties and returns of provided aid imposed by the Programme Operator in consequence of breach of obligation by the Project Partner, including the associated costs expended by the Project Promoter, and the Project Partner is obliged to pay the Project Promoter as such.
8. **The management of introduced rights and rights to the results of the Project**
   1. Introduced rights are deemed to be such copyrights, industrial property rights, and know-how which the Contracting Parties have at the time of entering into this Contract or which they obtain later independent of the implementation of the Project and which are required for the implementation of the Project/ For the avoidance of doubt, it is stated that introduced rights continue to pertain to the Contracting Party which owns them or which exercises material copyright to them.
   2. The Contracting Parties may use introduced rights owned by another Contracting Party and required or requested for the implementation of the Project without charge, exclusively for the needs of the Project and only for the duration of its execution. The Contracting Parties have free access to the Required Results achieved during the implementation of the Project which are required for the implementation of their own contribution to the Project.
   3. The Contracting Parties may only use introduced rights pertaining to another Contracting Party subject to a prior written contract, under normal market conditions. The use of introduced rights in the manner specified above is invariably conditional on the compliance of such use with generally binding legal regulations, the KAPPA Terms and Conditions, and the existing contractual obligations of that Contracting Party which provides such introduced rights for use. Irrespective of the other provisions of this Contract, the Contracting Parties have agreed that in the case of a Contracting Party using introduced rights in the course of the implementation of the Project, their applicability within the bounds of the Required Results achieved during the execution of the Project shall remain assured under the terms and conditions laid down in the Project submission.
   4. A Contracting Party may request of another Contracting Party for the purpose of implementation of the Project access to its know-how or access rights to knowledge not coming from the implementation of the Project if it thus informs the Project Promoter, and the other Contracting Party may not groundlessly refuse such access. Following completion of the implementation of the Project, the Contracting Parties shall cease to use the tangible and intangible property introduced by the other Contracting Parties and shall return it, and tangible carriers of intellectual property and all relevant documents, to each other.
   5. The Contracting Parties have agreed that in the case of establishment of a right to an object of industrial property that has been created during the execution of the Project, this right shall pertain to the Contracting Party which participated in its establishment. Should the rights arising from the object of industrial property created during the execution of the Project pertain to multiple Contracting Parties in accordance with the provisions of the Contract, all Contracting Parties shall decide on the use of such rights unanimously, whereby none of the Contracting Parties is authorised to use such rights without the consent of the other Contracting Parties. The Contracting Parties undertake to invest the maximum effort to reach agreement on the common use of rights from an object of industrial property.
   6. The results of the Project, i.e. those results which are produced during the processing of the Project and which can be protected under the laws which regulate the protection of the results of authorial, inventive, or similar creative activity, enjoy protection in accordance with the relevant legal regulations, in particular according to Act No. 121/2000 Sb. on copyright, rights associated with copyright, and amending certain acts (hereinafter referred to as the “**Copyright Act**”). A declaration on the creation of an object of intellectual property produced within the bounds of the Project must be made in writing, in that it is made by that Contracting Party that shared most in the creation of the object of intellectual property; if such shares are equal, the Project Promoter shall undertake registration.
   7. The exercise of copyrights according to the Copyright Act pertains to that Contracting Party whose workers created the copyright work during the execution of the Project. In the case of joint authorship by the workers of multiple Contracting Parties, the exercise of copyrights pertains to all those Contracting Parties, whereby the intellectual property created in such way is the common property of those Contracting Parties, in the ratio of the property shares in which the workers of each of those Contracting Parties contributed to the creation of the intellectual property. The Copyright Act applies to the details.
   8. Any future assignment of rights to the results of the Project and use of the results of the Project shall be done in such a way that respects the rules arising from the Project Contract and the Key Project Parameters, from this Contract, from the provisions of Section 16 ZPVV, and the rules for public aid ensuing from European Union legislation. The Contracting Parties undertake that the rights to the results of the Project and the rights of access to them shall be distributed among them in such a way that duly respects the prohibition of indirect state aid according to Communication from the Commission — Framework for State aid for research and development and innovation 2014/C 198/01.
   9. The rights to individual binding results are distributed in the Approved Project Proposal and are based on the percentage share pertaining to each of the Contracting Parties, unless provided otherwise in the Approved Project Proposal. The distribution of rights to the results of the implementation of the Project, while respecting the prohibition of indirect aid in accordance with the KAPPA Terms and Conditions, draws on the share of activity which individual Participants in the Project carried out on the implementation of the Project.
   10. Should other output be produced in connection with the execution of the Project or in connection with the implementation of the Project, the share of copyrights shall be distributed among the Contracting Parties which participated in the creation of the result as a percentage according to their participation in the implementation of the relevant output.
   11. Other output of cooperation may not be made public or provided before a contract on the use of such output has been concluded among all entities which added any value in order to achieve the result.
   12. The Contracting Parties undertake to cooperate with each other on the implementation plan regarding the results of implementation and the submission of implementation reports, while respecting the terms and conditions laid down in Article 13 of the KAPPA Terms and Conditions. In this regard the Project Partners undertake to provide the Project Promoter with all required coaction.
   13. Each of the Contracting Parties has the right to any profits from the results, and also share in any losses or other costs, according to the joint ownership shares in those results. No Contracting Party shall under any circumstances be awarded higher profit or excused risk of loss than set out by the criteria in the preceding sentence. The Project Promoter, in the position of research organisation, has the right to receive the rights of ownership and use to the results of the Project which lie outwith the commercial interests of the Project Partners.
9. **The provision of information**
   1. The Project Partner is obliged to provide the Project Promoter with complete, truthful, and timely information about the part of the Project which it is implementing, in writing in the form laid down by legal regulations, in particular information and data about the findings made and other results of the implemented Project specified by legal regulations for publication through the research, development, and innovation information system and about the incomes produced in connection with the implementation of the Project and the results of the implementation of the Project as soon as such result of the Project or income is achieved.
   2. The Project Partner is obliged to provide the information presented in paragraph 1 of this Article even following the expiration of effect of this Contract, for a period of 3 years.
   3. Should the Contracting Parties make public information about the Project or about the results of the Project, they are obliged to respect the internal rules of the Programme Operator. Making information public may not affect or jeopardise the protection of intellectual property created within the bounds of the Project; otherwise the relevant Contracting Party is liable to the other Contracting Party for damage or loss caused. Making information public may not jeopardise the objectives of the Project or protection of the results of the Project.
10. **Confidentiality and confidential information**
    1. Confidential information is such information which can be deemed to be, in accordance with the relevant provisions of Act No. 89/2012 Sb., the Civil Code, a trade secret or which one or other of the Contracting Parties marks as confidential information, or any information whose disclosure by one of the Contracting Parties could be unfavourable for the other Contracting Party, if not publicly known or not having been marked as non-confidential by the Contracting Party.
    2. Confidential information is not information which:
       * 1. is available to the public at the time of its disclosure;
         2. becomes available to the public in a way other than through unauthorised disclosure;
         3. is provided to a Contracting Party by a third party that is authorised to disclose that information.
    3. None of the Contracting Parties shall disclose to third parties any confidential information, save in the following cases:
       * 1. the concerned Contracting Party has provided prior written consent to such disclosure of confidential information;
         2. legal regulation of an obligation imposed pursuant to legal regulation dictates the obligation to disclose confidential information;
         3. the obligation laid down by TA CR is incompatible with such requirement;
         4. such disclosure of confidential Information is required for the execution of this Contract or the steps or activities envisaged by this Contract.
    4. The Contracting Parties hereby give each other consent to a Contracting Party providing confidential information to a third party if that third party is bound to the obligation of confidentiality in relation to confidential information - for example, to a legal representative, an auditor, an accountant, a tax adviser or other adviser of the Contracting Party, the employees or other representatives of the Contracting Party. Each Contracting Party is obliged to ensure that the person to whom confidential information is provided in this way does not disclose that confidential Information and does not allow its disclosure or use by a third party.
    5. The Project is subject to confidentiality of data level S - complete and accurate data about the project are not subject to protection according to special legal regulations.
    6. The Contracting Parties shall treat such information as confidential and protect it as such for a term of at least 3 years following the completion of the implementation of the Project, unless such information ceases to be confidential on some other ground.
11. **Management of the Project and associated arrangements**
    1. All activities connected with the Project are managed by the Project Promoter, which calls on the Project Partners for negotiation, and coordinates this, and leads such dealings in order to achieve consensus (the consent of all those involved), or decides on onward procedure in the execution of the Project. If consensus cannot be reached, the Project Promoter decides on onward procedure in the execution of the Project.
    2. The Contracting Parties have expressly arranged that, in order to check the execution of the Project, they shall ensure the attendance of their Project investigators at regular inspection meetings of the Principal Investigator and of other Project investigators of the individual Contracting Parties, which shall be arranged by the Principal Investigator. The results of inspection discussions on the execution of the Project shall be recorded in minutes from the discussions of the Principal Investigator and the other investigators of the Project. The Contracting Parties undertake to respect the conclusions and tasks set out in the minutes of meetings between the Principal Investigator and the other Project investigators. The other investigator of the Project Partner undertakes to ensure adherence to the instructions of the Principal investigator, if such instructions are in accordance with this Contract and will lead to the achievement of its purpose.
    3. The Contracting Parties are obliged to regularly inform each other of the course of the implementation of the Project and to inform each other without delay of all facts which are important to the implementation of the Project. For the purposes of this paragraph, important facts are not facts which are routine (everyday) activities and about which the other Contracting Parties suppose that the relevant Contracting Party will undertake with regard to the nature of the implementation of the Project. Important facts are also understood to be communication with the Programme Operator, in particular about envisaged inspections or evaluation of the implementation of the Project. The Contracting Parties are obliged to inform each other in writing of all changes to concern their persons (members of the investigation team, governing bodies), in particular of the fact that a Contracting Party has ceased to comply with or has changed the prerequisites for satisfaction of the terms and conditions of qualification, changes to all facts specified in the Approved Project Proposal, and/or the Key Project Parameters, and any other changes and facts which could influence the implementation and objectives of the Project or a change to the data made public in the research, development, and innovation information system.
    4. The Contracting Parties are obliged to inform each other of facts which are decisive for the performance of the Contract, including information about management of the financial side and execution of the Project.
    5. All information according to this Article shall be directed to the Principal Investigator, to its contact details, and in the case of written documents, these shall be sent by registered post to the addresses of the Contracting Parties specified above.
    6. Any communication between the Contracting Parties proceeds, as required, by telephone or e-mail, save those documents whose nature dictates that they must be made in writing. The following contact persons are specified for telephone or e-mail communication:
       * 1. Principal Investigator (ICS CAS):
         2. Other investigator of the Project Partner (NERSC):
         3. Other investigator of the Project Partner (ATEM
         4. Other investigator of the Project Partner (CHMI):
         5. Other investigator of the Project Partner (CUNI):
12. **The duration and expiration of the Contract**
    1. This Contract has been entered into for a fixed term, i.e. Its duration is conditional on the term of execution and sustainability of the Project, which is determined by the Programme Operator. The force of this Contract expires three years after the completion of the Project, unless the Contracting Parties agree otherwise in writing.
    2. The termination of this Contract can only occur under the terms and conditions which apply to the termination of Project Contract No. 2020TO01000219, and under the terms and conditions which are laid down hereunder. The Project Promoter is authorised to terminate this Contract by notice in the case that the Programme Operator terminates the Project Contract according to Article 7 of the KAPPA Terms and Conditions.
    3. When not concerning the cessation of participation of the Project Partner in the performance of this Contract on the ground of fundamental breach of the contractual terms and conditions and frustration of the purpose of the Project, none of the Contracting Parties may, without the written consent of all other Contracting Parties and without the prior consent of the Programme Operator, terminate the obligations arising from the Contract, withdraw, or, as the case may be, transfer those obligations to a third party, unless provided otherwise.
    4. The cessation of participation of the Project Partner on the ground of fundamental breach of the Contract occurs when the Project Partner is repeatedly guilty of inactivity, fails to fulfil its obligations, or is in gross breach of the course of the implementation of the Project in its action.
    5. The termination of the participation of the Project Partner occurs pursuant to discussion with the Programme Operator and with the Project Partners; the termination of participation shall be approved by the Programme Operator and shall take into consideration the consequences and impact of the non-participation of the “precluded Project Partner” on the completion of the Project. Should loss or damage arise in connection with a change to the number of Contracting Parties of Project Partners to this Contract, whoever shared in the cause thereof is obliged to pay it in full.
    6. Where this Contract or the Project Contract specified in paragraph I(3) of this Contract is terminated prematurely, all entities involved shall settle their rights and obligations with each other in accordance with the relevant provisions of the legal regulations of the Czech Republic, in particular the Civil Code.
    7. The expiration of this Contract shall be without prejudice to the obligations of the parties to concern the rights to results and to concern confidential information. The dissolution of this Contract shall be without prejudice to claims to compensation for loss or damage and the payment of a contractual penalty, dispute resolution between the Contracting Parties, and other provisions of this Contract which, according to the expressed will of the Contracting Parties or with regard to their nature, should remain in place even following the expiration of this Contract.
    8. All disputes arising in connection with the performance of this Contract shall be decided by the competent body, or by the court.
13. **Common and final provisions** 
    1. This Contract is governed by the legal order of the Czech Republic, in particular the relevant provisions of the Civil Code and of the Copyright Act. All dealings connected with it shall proceed in English.
    2. This Contract has been written in English in five (5) counterparts, each having the force of an original, whereby each of the Contracting Parties shall retain one counterpart.
    3. None of the Contracting Parties may, without the consent of the Programme Operator and of the other Contracting Parties given in writing, assign a claim or a debt from this Contract or assign this Contract to a third party.
    4. The Contracting Parties undertake to duly store all documents connected with the implementation of the Project for a minimum period of 10 years following the completion of the implementation of the Project.
    5. Should any of the provisions of the Contract prove to be colourable (null), the influence of such a defect on the other provisions of the Contract shall be considered, mutatis mutandis, according to Section 576 of the Civil Code.
    6. The Parties preclude the application of the following provisions of the Civil Code to this Contract: Section 557 (the rule of contra proferentem).
    7. The Project Partners consent to the publication of their identification details, the level of aid provided, and final reports on the implementation of the Project.
    8. This Contract contains a full arrangement regarding the subject-matter of the Contract and all matters which the Contracting Parties should have and wanted to arrange in the Contract and which they deem to be important for the binding nature of this Contract. No expression made by the Contracting Parties in the negotiation of this Contract and no expression made after entering into this Contract may be interpreted contrary to the express provisions of this Contract, nor does it establish any obligation on any of the Contracting Parties.
    9. All amendments to this Contract are done in written and numbered addenda, whereby amendments which are subject to approval by the Programme Operator must be sent to the Programme Operator in accordance with its rules of amendment management.
    10. All personal data of a subject from the contractual relationship are processed by each Contracting Party in accordance with Act No. 110/2019 Sb. on personal data processing, with the application of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation - GDPR).
    11. The Contracting Parties take note that this Contract and all possible annexes thereto are subject to mandatory publication according to Act No. 340/2015 Sb. on the special conditions of the effect of certain contracts, the publication of such contracts, and the register of contracts (hereinafter referred to as the “**Act on the Register of Contracts**”).
    12. This Contract enters into force at such time as it has been signed by the Contracting Parties and enters into effect on the date on which the Project Promoter ensures its placement in the information system of the register of contracts of the Ministry of the Interior of the Czech Republic pursuant to the Act on the Register of Contracts.
    13. The Contracting Parties take note that they shall not provide each other with any performance pursuant to this Contract prior to its effective date.
    14. The Contracting Parties specified hereunder declare that they have duly read the content of the Contract and have duly familiarised themselves with its content, in witness whereof they have set hereunto their hands.

**Annexes:**

Annex 1 – KAPPA Terms and Conditions.

Annex 2 – Key Project Parameters.

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| I agree with the content of the Partnership Agreement of the Project No. TO010002019.  Done in Prague on: |
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| prof. Ing. Emil Pelikán, CSc. |
| **Ústav informatiky AV ČR, v.v.i. (Institute of Computer Science, Czech Academy of Sciences)** |

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| I agree with the content of the Partnership Agreement of the Project No. TO010002019.  Done in Bergen on: |
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| Johnny A. Johannessen |
| **Nansen Environmental and Remote Sensing Centre** |

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| I agree with the content of the Partnership Agreement of the Project No. TO010002019.  Done in Prague on: |
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| Mgr. Jan Karel |
| **ATEM – Ateliér ekologických modelů, s.r.o.** |

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| I agree with the content of the Partnership Agreement of the Project No. TO010002019.  Done in Prague on: |
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| Mgr. Mark Rieder |
| **Český hydrometeorologický ústav (Czech Hydrometeorological Institute)** |

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| I agree with the content of the Partnership Agreement of the Project No. TO010002019.  Done in Prague on: 5. 1. 2021 |
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| doc. RNDr. Mirko Rokyta, CSc. |
| **Univerzita Karlova (Charles University)** |