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**AGREEMENT ON PARTICIPATING IN THE PROJECT  
PERFORMING THE PRODUCTION AND REGULATORY  
FUNCTIONS IN THE FOREST IN THE PAST, PRESENT AND  
FUTURE – WHAT MAY BE EXPECTED FROM FOREST  
ECOSYSTEMS AFFECTED BY THE CLIMATE CHANGE?  
(TA CR: TO01000345)**

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**Global Change Research Institute CAS (GCRI)**

Registered office Bělidla 986/4a, 603 00 Brno  
ID No. 86652079 VAT No. CZ86652079  
Bank account No.  
Registered in Registry of Public Research Institutes  
Represented by Prof. RNDr. Ing. Michal V. Marek, DrSc., dr. h. c., Director

**Hereinafter only as “CzechGlobe” or the “Grant Recipient”**

**And**

**Mendel University in Brno**

Faculty of Forestry and Wood  
Registered office Zemědělská 1665/1, 613 00 Brno  
ID No. 62156489 VAT No. CZ62156489  
Bank account No.  
Established by Under the Universities Act  
Represented by Prof. Ing. Danuše Nerudová, Ph.D., Rector

**Hereinafter only as “MENDELU” or the “Project Participant”**

**And**

**Forestry and Game Management Research Institute (FGMRI)**

Registered office Strnady 136, 252 02 Jíloviště  
ID No. 00020702 VAT No. CZ00020702  
Bank account No.  
Registered in Registry of Public Research Institutes  
Represented by Doc. Ing. Vít Šrámek, Ph.D., Director

**Hereinafter only as “FGMRI” or the “Project Participant”**

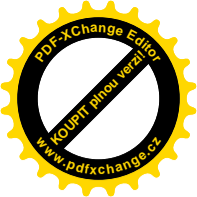
**And**

**Vojenské lesy a statky ČR, s.p.**

Registered office Pod Juliskou 1621/5, 160 00 Prague 6 - Dejvice  
ID No. 00000205 VAT No. CZ00000205  
Bank account No.  
Registered and Natural Persons  
Represented by Ing. Petr Král, Director

**Hereinafter only as “VLS” or the “Project Participant”**

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**And**

**Norwegian University of Life Sciences**

Faculty of Environmental Sciences and Natural Resource Management

Registered office Universitetstunet 3, 1433 Ås

ID No. NO 969 159 570 VAT No. NO 969 159 570

Bank account No.

Established by Under the Universities Act

Represented by Prof. Sjur Baardsen, rector

**Hereinafter only as “NMBU” or the “Project Participant”**

**(Hereinafter jointly as the “Contracting Parties” or separately as the “Contracting Party”)**

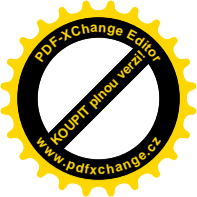
Hereby conclude, pursuant to Section 1746 (2) of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter only as the “Civil Code”), the Agreement as follows:

**I. PROJECT**

1. The project involves the project No. **TO01000345** entitled **Performing the Production and Regulatory Functions in the Forest in the Past, Present and Future – What May Be Expected from Forest Ecosystems Affected by the Climate Change?**
2. The Project is supported by the Technology Agency of the Czech Republic (hereinafter only as the “TA CR”) within  
1<sup>st</sup> public competition of the KAPPA Programme (CZ RESEARCH Programme of the EEA and Norway Funds 2014-2021).
3. The Project is defined by:
  - a) The Grant Provision Agreement No. - 2020TO01000345;
  - b) The General Terms and Conditions of the TA CR KAPPA Programme:  
[https://www.tacr.cz/wp-content/uploads/documents/2020/02/12/1581509245\\_KAPPA%20Terms%20and%20Conditions.pdf](https://www.tacr.cz/wp-content/uploads/documents/2020/02/12/1581509245_KAPPA%20Terms%20and%20Conditions.pdf)
  - c) By the binding parameters of the project design, which are annexed to the Grant Provision Agreement; and
  - d) By any changes, modifications and additions to the above documents, if CzechGlobe demonstrably notifies them to the Project Participants.(Hereinafter only as the “Project Assignment”)

**II. SUBJECT MATTER AND THE PURPOSE OF THE AGREEMENT**

1. The purpose of the Agreement includes the following:
  - a) Achieving the binding parameters of the project design (hereinafter only as the “Required Results”);
  - b) Trouble-free drawing of the provided grant; and



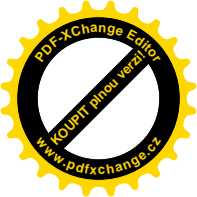
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- c) Distributing the rights to the results, which are based on the Binding Parameters of the project design and at the same time respecting the prohibition of indirect public support under the Framework, i.e. when determining the co-ownership ratio, the proportion of costs of individual beneficiaries is taken into account in proportion to the fact that there is no prohibited indirect public support.
2. The subject matter of this Agreement comprises the rights and duties of the Contracting Parties associated with the project implementation.
3. CzechGlobe undertakes to perform the following activities resulting from and defined in more detail in the Project Assignment:
  - a) Coordination of project; communication with other project participants; control of the Work Packages (WPs) tasks achievement and connections between WPs; management of financial issues of the whole project; and solution and achievement of project aims.
  - b) Coordination and responsibility of project activity – WP1, WP2, WP3, WP4, WP5, WP7.
  - c) New data acquisition, compilation of existing data (WP1).
  - d) Productivity and regulation function assessment – past and present (WP2 and WP3).
  - e) Modelling of forest functions and their performance in the future according to climate scenarios (WP4).
  - f) Quantification of the ability of Czech and Norwegian forests to adapt to climate change including climatic extremes, depending on site conditions and forest management (WP5).
  - g) Result dissemination (WP7).
4. MENDELU undertakes to perform the following activities resulting from and defined in more detail in the Project Assignment:
  - a) Coordination and responsibility of project activity – WP2, WP3, WP6, WP7.
  - b) New data acquisition, compilation of existing data (WP1).
  - c) Productivity and regulation function assessment – past and present (WP2 and WP3).
  - d) Quantification of the ability of Czech and Norwegian forests to adapt to climate change including climatic extremes, depending on site conditions and forest management (WP5).
  - e) Design, verification and implementation of forest management approaches through particular silvicultural treatments (WP6).
  - f) Result dissemination (WP7).
5. FGMRI undertakes to perform the following activities resulting from and defined in more detail in the Project Assignment:
  - a) Coordination and responsibility of project activity – WP2, WP3, WP6, WP7; within WP6 communication with the partner – VLS.
  - b) New data acquisition, compilation of existing data (WP1).
  - c) Productivity and regulation function assessment – past and present (WP2 and WP3).
  - d) Quantification of the ability of Czech and Norwegian forests to adapt to climate change including climatic extremes, depending on site conditions and forest management (WP5).
  - e) Design, verification and implementation of forest management approaches through particular silvicultural treatments (WP6).
  - f) Result dissemination (WP7).





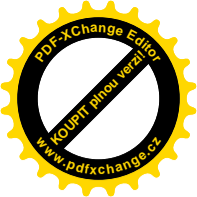
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6. VLS undertakes to perform the following activities resulting from and defined in more detail in the Project Assignment:
  - a) Design, verification and implementation of forest management approaches through particular silvicultural treatments.
7. NMBU undertakes to perform the following activities resulting from and defined in more detail in the Project Assignment:
  - a) Coordination and responsibility of project activity – WP1, WP2, WP3, WP5, WP7; and communication with the partner – Glommen-Mjosen
  - b) New data acquisition, compilation of existing data (WP1).
  - c) Productivity and regulation function assessment – past and present (WP2 and WP3).
  - d) Quantification of the ability of Czech and Norwegian forests to adapt to climate change including climatic extremes, depending on site conditions and forest management (WP5).
  - e) Result dissemination (WP7).
8. The Project Participants shall provide one another with all cooperation in order to achieve the results of the project in accordance with the Project Assignment.
9. The Project Participants shall have reasonably corresponding duties towards the Grant Recipient which the Grant Recipient has towards the TA CR and which are imposed on the recipients in particular from the Project Assignment.

**III. FINANCIAL ARRANGEMENTS**

1. The Project Participants may draw part of the financial support, which is intended for them in the Binding Parameters of the Project Design.
2. The TA CR shall send the entire amount of the grant for the specific period to the Grant Recipient.
3. The Grant Recipient shall send to the Project Participants the relevant portion of the grant according to the Binding Parameters of the Project Design within 30 calendar days after the grant has been credited to the Grant Recipient's account.
4. If any of the Project Participants fails to effectively draw the portion of the grant provided to it in a specific year, the Project Participant shall return to the Grant Recipient the portion of the grant which will not be effectively used within 8 calendar days after the Project Participant learns about this fact.
5. The Project Participants shall properly and unambiguously quantify and pay to the provider all revenues from the Project.
6. In the event that a fee or sanction is imposed on the Grant Recipient for reasons which are entirely attributable to any of the Project Participants, any such Project Participant shall make the relevant payment to the Grant Recipient, including the imposed penalty. In the event that a fee or sanction is imposed on the Grant Recipient for reasons which are partly attributable to any of the Project Participants, any such Project Participant shall pay to the Grant Recipient a proportionate part of such payment, including a proportionate part of the penalty.
7. Under this Agreement, the Grant Recipient and the Project Participants shall be liable for any damage caused by them.



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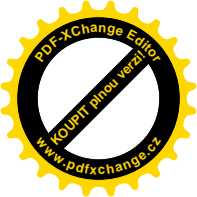
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**IV. RIGHTS TO THE RESULTS**

1. The rights to the results and their protection are set out in Article 14 of the General Terms Conditions, as well as in the project proposal.
2. The existing results to be used in the project implementation are as follows:
  - a) CzechGlobe undertakes to use data from the following data areas – Bílý Kříž (N. spruce), Rájec (N. spruce), and Štítná (E. beech);
  - b) MENDELU undertakes to use data from the following data areas – Soběšice (S. pine) and Hrubý Jeseník (N. spruce – altitude gradient);
  - c) FGMRI undertakes to use data from the following data areas – U Dvou louček (N. spruce), Deštná stráň (E. beech), Kocanda (E. beech, N. spruce), Hradec Králové (S. pine, E. beech), Křivina (N. spruce); and exemplary objects of forest transformation process into mixed and uneven-aged forest stand types Kocanda (N. spruce, E. beech) and optionally Klokočná (N. spruce, S. pine);
  - d) VLS undertakes to use data from the following data – forests for silvicultural experiments; and
  - e) NMBU undertakes to use data from the following data – forest stands provided by Glommen-Mjøsen.
3. The data collected during the project implementation on the permanent research areas of the individual Contracting Parties, or on newly established areas, or otherwise assigned to the project upon the initiative or from the research activities of the individual Contracting Parties shall be exclusively owned by each Contracting Party; and their use by other Contracting Parties of the project during or upon termination of the project term may always be permitted only with the consent of the relevant Contracting Party.
4. Access to outputs/results
  - 4.1. Expected distribution of the intellectual property rights among the partners will be as follows:
    - a) V1: Maps of production functions for selected tree species in the Czech Republic and Norway in the past and present – CzechGlobe (70 %), MENDELU (10 %), FGMRI (10 %), VLS (0 %), NMBU (10 %)
    - b) V2: Maps of ecophysiology variables related to forest regulation functions for selected tree species in the Czech Republic and Norway in past and present – CzechGlobe (70 %), MENDELU (10 %), FGMRI (10 %), VLS (0 %), NMBU (10 %)
    - c) V3: Forest variables related to productive and regulation functions for selected areas in the Czech Republic and Norway derived from airborne RS – CzechGlobe (100 %) for sites in the Czech Republic, MENDELU (0 %), FGMRI (0 %), VLS (0 %), NMBU (100 %) for sites in Norway
    - d) V4: Productive and regulation functions performance of forest in the Czech Republic and in Inland county (Norway) in the past, present and the future – CzechGlobe (70 %), MENDELU (10 %), FGMRI (10 %), VLS (0 %), NMBU (10 %)
    - e) V5: Assessment of forest ecosystem function performance by remote sensing approaches – CzechGlobe (70 %), MENDELU (10 %), FGMRI (10 %), VLS (0 %), NMBU (10 %)
    - f) V6: Methodology of silviculture treatments enhancing ecological stability and functions'/benefits' safety of forest stands of selected tree species – FGMRI 70 %, MENDELU 10 %, VLS 10 %, CzechGlobe 10 %, NMBU 0 %
    - g) V7: Results reflected in strategic and conceptual documents of Forestry strategy – CzechGlobe 35 %, FGMRI 35 %, MENDELU 30 %, VLS 0 %, NMBU 0 %





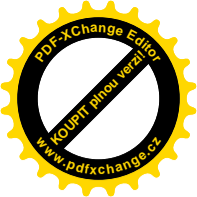
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- h) V8: Spruce tree water deficit as a proxy value of tree vitality in vertical gradient and natural humidity gradient – CzechGlobe (50 %), NMBU (20 %), MENDELU (15 %), FGMRI (15 %), VLS (0 %)
  - i) V9: Forest productive and regulation functions assessment using time series of remote sensing observations – CzechGlobe (80 %), MENDELU (0 %), FGMRI (0 %), VLS (0 %), NMBU (20 %)
  - j) V10: The influence of silvicultural treatments on vitality and water regime of forest stands – FGMRI (60 %), CzechGlobe (25 %), MENDELU (10 %), NMBU (5 %), VLS (0 %)
- 4.2. VLS is entitled to use the results of the project for its own use, but may not publish them without the consent of the person who has the highest share of intellectual property rights in the result.
5. In the course of implementing the project, other results are supposed be achieved which do not have an actual or potential market value, yet promote the awareness of the project and its results; in the case of results which fall within the scope of works within the meaning of the Copyright Act, the procedure shall be in accordance with this Act, i.e. Act No. 121/2000 Coll., the Copyright Act, the Rights Related to Copyright and the Amendment of Certain Acts (Copyright Act), as amended; in other cases, any such result will no need to be protected.
6. **Other Results of the Cooperation**
- 6.1. Other results of the cooperation shall include those results which will arise in association with the implementation of the project or in association with the project design.
  - 6.2. The share of copyright or industrial property rights to individual other results of the cooperation shall be divided according to Article IV (5) of this Agreement.
  - 6.3. Any other results of the cooperation may not be published or provided until a written agreement on the use of the results has been concluded between all entities which made any contributions in terms of value to obtain the results.

**V. CONFIDENTIAL INFORMATION**

- 1. Confidential information shall mean any information which has actual or at least potential material or intangible value and which is not readily available in the relevant business or scientific research circles, which is contained in this Agreement or obtained from the another Contracting Party in association with negotiations or performance of this Agreement.
- 2. However, the following shall not be deemed as confidential information:
  - 2.1. Which is in the public domain in the time of its disclosure;
  - 2.2. Which enters the public domain otherwise than as a result of an unauthorised disclosure; and
  - 2.3. Which is provided to the Contracting Party by a third party authorised to disclose any such information.
- 3. Neither Contracting Party shall disclose any confidential information to third parties, except in the following cases:
  - 3.1. The Contracting Party concerned has given its prior written consent to any such disclosure;
  - 3.2. The legal regulation or obligation imposed by the legal regulation provides for the obligation to disclose any such confidential information; and
  - 3.3. Any such disclosure of the confidential information is necessary for the performance of the Agreement or the steps or activities provided for in this Agreement.
- 4. The Contracting Parties hereby agree to the disclosure of confidential information by a Contracting Party, provided that they are bound by the confidentiality duty with respect to the confidential



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information, to the legal counsel, auditor, accountant, tax or any other adviser of the Contracting Party, employee or any other representative of the Contracting Party. Each Contracting Party shall ensure that the person to whom the confidential information is disclosed in this manner does not disclose any such confidential information or allow it to be disclosed or used by a third party.

5. The project is subject to the "S" level of data confidentiality – complete and true data about the project will not be subject to protection under special legal regulations.

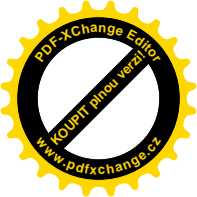
**VI. PROJECT MANAGEMENT**

1. The project shall be managed by the principal investigator of the project.
2. Each project investigator has one vote.
3. The principal investigator of the project shall invite the other investigators of the project to negotiation. The principal investigator shall chair the negotiations to reach a consensus (consent of the majority of participating project investigators) on the next steps in the implementation of the project. The project investigators of the individual contracting parties are obliged to participate in these negotiations.

**VII. AUTHORISED PERSONS OF THE CONTRACTING PARTIES**

1. The representative of **CzechGlobe** is the Director and principal project investigator.
    - 1.1. On behalf of **CzechGlobe**, the Director is authorised to act freely in association with this Agreement.
    - 1.2. The principal project investigator \_\_\_\_\_, who may act freely on behalf of CzechGlobe in association with this Agreement; yet he is not authorised to amend or terminate the Agreement or recognise a debt under this Agreement.
  2. The representative of **MENDELU** is \_\_\_\_\_, also acting as the project investigator.
    - 2.1. On behalf of **MENDELU**, \_\_\_\_\_ is authorised to act freely in association with this Agreement.
    - 2.2. The project investigator \_\_\_\_\_ who may act freely on behalf of **MENDELU** in association with this Agreement; yet he is not authorised to amend or terminate the Agreement or recognise a debt under this Agreement.
  3. The representative of **FGMRI** is \_\_\_\_\_, also acting as the project investigator.
    - 3.1. On behalf of **FGMRI**, \_\_\_\_\_ is authorised to act freely in association with this Agreement.
    - 3.2. The project investigator is \_\_\_\_\_ who may act freely on behalf of **FGMRI** in association with this Agreement; yet he is not authorised to amend or terminate the Agreement or recognise a debt under this Agreement.
  4. The representative of **VLS** is \_\_\_\_\_ also acting as the project investigator.
    - 4.1. On behalf of **VLS**, Ing. Král is authorised to act freely in association with this Agreement.
    - 4.2. The project investigator is \_\_\_\_\_ who may act freely on behalf of **VLS** in association with this Agreement; yet he is not authorised to amend or terminate the Agreement or recognise a debt under this Agreement.
  5. The representative of **NMBU** is \_\_\_\_\_ also acting as the project investigator.
    - 5.1. On behalf of **NMBU**, \_\_\_\_\_ is authorised to act freely in association with this Agreement.
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- 5.2. The project investigator is \_\_\_\_\_), who may act freely on behalf of **NMBU** in association with this Agreement; yet she is not authorised to amend or terminate the Agreement or recognise a debt under this Agreement.

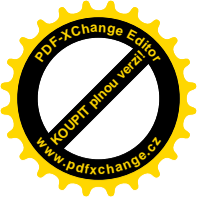
**VIII. TERM AND TERMINATION OF THE AGREEMENT**

1. The Agreement has been concluded for a definite term, i.e. for the term of the project implementation and project sustainability.
2. The Agreement may be terminated by a written agreement of the Contracting Parties.
3. A Contracting Party may withdraw from the Agreement in the event of a material breach by another Contracting Party.
4. Withdrawal shall be made in writing and shall take effect upon service onto all the Contracting Parties.
5. Withdrawal from the Agreement shall not terminate the mutual sanction liability of the Contracting Parties.
6. Withdrawal from this Agreement or any other termination of this Agreement shall not affect the effectiveness of the Grant Provision Agreement specified in Article I (3) of this Agreement. Withdrawal or any other termination of the Grant Provision Agreement specified in Article I (3) of this Agreement shall terminate this Agreement.
7. In the event of the early termination of this Agreement or the Grant Provision Agreement specified in Article I (3) of this Agreement by either entity, all the participating entities shall mutually settle their rights and duties.
8. The termination of the Agreement shall not affect the obligations of the Contracting Parties regarding the rights to the results and confidential information.

**IX. COMMON AND FINAL PROVISIONS**

1. The Contracting Parties undertake to cooperate on the implementation plan for the results of the solution and the submission of implementation reports. In the event that the project is implemented in cooperation with the project participants, the parties undertake to conclude a partnership agreement with each other.
2. The Contracting Parties declare that they are aware of the Conditions for the provision of support for the KAPPA program and the parameters of the project.
3. The beneficiary is entitled to carry out an audit of any project participant.
4. Neither Contracting Party may assign a claim, or a debt under this Agreement, or this Agreement to a third party without the written consent of the Contracting Party concerned.
5. If any of the provisions of this Agreement becomes unenforceable (null and void), the impact of this defect on the other provisions of the Agreement shall be assessed in analogy in accordance with Section 576 of the Civil Code.
6. The Contracting Parties hereby exclude the application of the following provisions of the Civil Code to this Agreement: Section 557 (the contra proferentem rule).
7. This Agreement shall be governed by the laws of the Czech Republic, in particular the relevant provisions of the Civil Code and the Copyright Act. All related negotiations shall be held in the English language and at court determined in accordance with international conflict-of-law provisions.





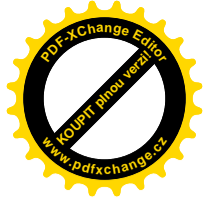
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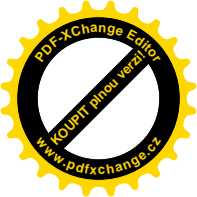
8. This Agreement shall contain the entire agreement on the subject matter of the Agreement and all the requisites which the Contracting Parties were supposed to and wished to agree in the Agreement and which they consider important for the binding nature of this Agreement. No expression or statement made by the Contracting Parties during the negotiation of this Agreement or any expression or statement made after the conclusion of this Agreement shall be construed in a manner inconsistent with the express provisions of this Agreement and shall not give rise to any obligation on the part of either Contracting Party.
9. This Agreement may be amended only in writing, in the form of numbered amendments to this Agreement. The Contracting Parties may claim the invalidity of the Agreement or its amendment due to the non-compliance with the form at any time due even if the performance has already commenced.
10. This Agreement has been drawn up in seven copies out of which each Contracting Party shall receive one copy and the Technology Agency of the Czech Republic shall also receive one copy.
11. The Contracting Parties hereby acknowledge that this Agreement, including all its possible annexes, is subject to mandatory publication pursuant to Act No. 340/2015 Coll., on Special Terms and Conditions for the Effectiveness of Certain Contracts, Disclosure of these Contracts and the Register of Contracts (Act on the Register of Contracts), as amended.
12. This Agreement is concluded on the day of its signing by the authorised representatives of the Contracting Parties and shall take effect on the day of its publication in the Register of Contracts in accordance with the above-mentioned Act, of which CzechGlobe, which will ensure publication of the Agreement, shall notify the other Contracting Parties to the contact e-mails referred to in Article VII of this Agreement immediately once the Agreement has been published in the Register of Contracts.
13. The Contracting Parties hereby acknowledge that they will not provide any performance under this Agreement before the date of the Agreement becoming effective.

In      on



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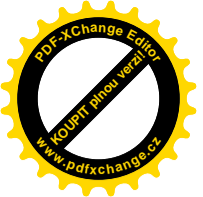


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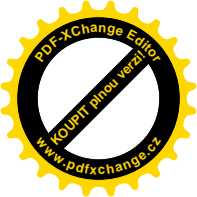
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Rector  
Mendel University in Brno







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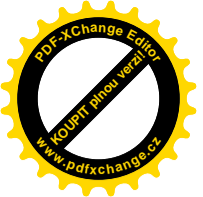
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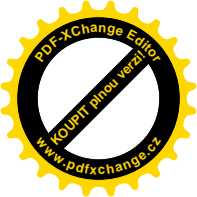
In \_\_\_\_\_ on \_\_\_\_\_

Director

Forestry and Game Management Research Institute







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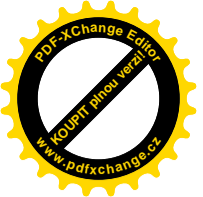
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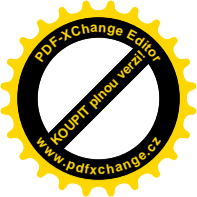
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Rector  
Norwegian University of Life Sciences



