

AGREEMENT ON THE PARTICIPATION IN PROJECT IMPLEMENTATION
**CENTER FOR SOCIO-ECONOMIC
RESEARCH ON ENVIRONMENTAL POLICY IMPACT ASSESSMENT**

(TA ČR SS04030013)

Charles University

Environment Centre in cooperation with the Faculty of Mathematics and Physics, the Law Faculty and the Faculty of Social Sciences

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and

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and

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and

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and

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and

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Hereinafter also referred to as “**Datlab**” or “**the Other Participant**”

and

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and

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Hereinafter also referred to as “**ČZU**” or “**the Other Participant**”

and

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Hereinafter also referred to as “**SOÚ AV**” or “**the Other Participant**”

(Hereinafter also jointly referred to as “**the Parties to the Agreement**”)

Hereby conclude, in accordance with Section 1746 (2) of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as “the CC”), and Act No. 130/2002 Coll., on the support of research and experimental development and innovation from public funds, as amended (hereinafter referred to as “the ZPVV”), an agreement as follows:

I. THE PROJECT

1. The project is Project No. **SS04030013** entitled **The Center For Socio-Economic Research on Environmental Policy Impact Assessment** (hereinafter referred to as “the project”).
2. The project is supported by the Technology Agency of the Czech Republic (hereinafter referred to as “the TA ČR” or also “the Provider”) under the fourth public tender of the Programme to Support Applied Research, Experimental Development and Innovation in relation to the environment – Environment for Living, Sub-program 3 – Long-term environmental and climate perspectives. The project was approved by a Decision on the result of public tender TACR/2645-2/2020 of 2nd February 2021.
3. The project is specified by:
 - a) The Agreement on the Provision of Support No. 2021SS04030013,
 - b) The General Terms and Conditions of the Technology Agency of the Czech Republic, version 6 (hereinafter referred to as “the GTC”) published on <https://www.tacr.cz/>,
 - c) Obligatory parameters of the project implementation, which are annexed to the Agreement on the Provision of Support and to the approved project proposal,
 - d) Project proposal No. SS04030013,
 - e) Possible amendments, adjustments and additions of the above-mentioned documents if the Charles University demonstrably notifies the project participants of them.

(Hereinafter referred to as “*the Project Specifications*”)

II. SUBJECT-MATTER AND THE PURPOSE OF THE AGREEMENT

1. The purpose of the agreement is:
 - a) Reaching obligatory parameters of the project implementation (hereinafter referred to as the "Required Results"),
 - b) Definition of cooperation for the purpose of the project implementation,
 - c) Smooth use of the granted support,
 - d) Fixing rights and obligations of individual Parties to the Agreement concerning the project realisation, for the implementation of which the Beneficiary is responsible,
 - e) Allocation of the rights to the results based on the obligatory parameters of the project implementation, while respecting the prohibition of indirect public support in accordance with the Communication from the Commission – Framework for State aid for research and development and innovation 2014/C 198/01 (hereinafter referred to as the "the Framework"), i.e. while setting the co-ownership shares, the shares of costs from individual beneficiaries are proportionally taken into account to avoid the prohibited indirect public support.
2. The Lead Beneficiary and the Other Participants hereby undertake to perform activities and fulfil obligations resulting from the Project Specifications listed in the documents under Article I (3) and for this purpose, they declare that they acquainted themselves sufficiently with them and have no objections to them.
3. The Parties to the Agreement are obliged to provide any assistance to each other in order to achieve the project result in compliance with the Project Specifications. The Parties to the Agreement are further obliged to provide assistance to each other also in the three-year period following the end of the project, when the Provider carries out tasks related to the project closure (evaluation of the results of the project implementation, settling up the granted support and monitoring the implementation of the results in practice).
4. The Other Participant has the same obligations and responsibilities towards the Lead Beneficiary as the Lead Beneficiary has towards the TA ČR, which result from the Project Specifications in particular and correspond, according to the technical part, to the assignment of each of the participants who takes part in achieving the project implementation.

III. FINANCIAL ARRANGEMENTS

1. The Project is funded from the resources provided by the TA ČR within a special-purpose support for the project implementation.
2. The TA ČR shall send the full amount of the support to the Lead Beneficiary of the support.
3. The Lead Beneficiary undertakes to send, in each calendar year over the period of the project, from the special-purpose funds allocated by the Provider, to the Other Participant of the project to their bank account stated herein, the relevant amount which corresponds to the activities the Other Participant will provide, always within 14 calendar days from the moment the Lead Beneficiary receives the funds on their bank account from the Provider. If there is a change of the bank account number of the Other Participant, the Other Participant shall communicate the new bank account number to the Lead Beneficiary either in the form of an amendment hereof or in the form of an official letter signed by an authorised representative of the Other Participant.

4. The Parties to the Agreement are entitled to use the part of the financial support allocated to them in the obligatory parameters of the project implementation.
5. The Other Participant is obliged to assist the Lead Beneficiary with settling up the recognized costs for the previous year, and further to submit documentation for the annual reports on the project implementation. The Other Participant is obliged to submit documentation (reports of the project's recognized costs) for the purposes of the interim project report not later than on 20th January of the following year, if applicable, within 10 working days of the formal notice from the Lead Beneficiary.
6. The Other Participant is obliged to duly and clearly calculate all the revenue generated by the project for the Provider and to follow the GTC of the Project.
7. The Other Participant is obliged to keep separate accounts of the reception and use of the funds determined for the implementation of a part of the project.
8. The Other Participant shall use the granted support exclusively to cover the recognized project costs.
9. Further financial arrangements are governed by the obligatory parameters and the project GTC.

IV. LIABILITY

1. The Lead Beneficiary is legally and financially liable towards the Provider for the legal and regular use of the support granted for the project.
2. Each of the Parties to the Agreement is obliged to carry out activities to attain the purpose hereof and takes full responsibility for fulfilling its obligations arising from the present agreement and from the documents under Article I (3) (b), therefore, it has to refrain from any activity that could render attaining the purpose hereof impossible or difficult or that could be in contradiction with the interests of Other Participants and cause damage.
3. In case of damage suffered because of a breach of the terms hereof, each of the Parties of the Agreement is obliged to pay compensation for the damage suffered and the related costs in full, to all Parties to the Agreement and within the meaning of the documents under Article I (3) hereof, i.e. for the breach thereof and further for the breach of the provisions hereof.
4. The Other Participants take note that the obligations resulting from the Agreement on the Provision of Support including the GTC for the Lead Beneficiary are also binding for the Other Participants (obligations specified in Article 4 of the GTC in particular), with the exception of those provisions that cannot relate to the Other Participants by their very nature. The Other Participants undertake, each one individually, to fulfil all these obligations, and where appropriate, provide all the necessary assistance to the Lead Beneficiary in order to fulfil them.

V. INTRODUCED RIGHTS MANAGEMENT, RIGHTS TO THE PROJECT RESULTS

1. Introduced rights mean such copyright, industrial property rights, business secrets and know-how that the Parties to the Agreement own at the time of the conclusion of this Agreement, or that they acquire later, independently of the Project implementation, and that are necessary for the project implementation. To avoid doubts, it is stated that the introduced rights continue to be enjoyed by the Party to the Agreement which is their holder or which exercises economic rights in copyright thereto.
2. The Parties to the Agreement may use the introduced rights held by another Party to the Agreement, which are necessary or required for the project implementation, free of charge, exclusively for the purposes of the Project and only during the time of its implementation.

3. The Parties to the Agreement may use the introduced rights belonging to another Party to the Agreement for other purposes only based on a previous licence agreement in writing under normal market conditions. The prerequisite for the use of introduced rights in the above-mentioned way is always the compliance of this use with general binding legislation, terms and conditions of the Programme and of the Project, as well as with the existing contractual obligations of the Party to the Agreement that provides these introduced rights for use.
4. The Parties to the Agreement exclude that an object of industrial property should be created in the process of the project implementation, therefore, based on this provision, the scope of rights to results of the industrial property is not provided for, and they further declare that the industrial property rights have not been and will be not introduced and included in the project.

5. Intellectual property put in the project:

The Parties to the Agreement join the project with the following skills, know-how and other intellectual property right, which are necessary for the project implementation (introduced knowledge):

Lead Beneficiary – the Charles University

The Environment Centre brings its existing know-how of the TIMES-CZ energy system model, the TIMES-TRAN energy-transport model and the computable general equilibrium model (CGE) into the project implementation, know-how of methods and techniques of questionnaire surveys related to environmental problems and pro-environmental behaviour and consumption and advanced consumer choice modelling.

The Other Participant – VŠE:

The Faculty of Informatics and Statistics of the Prague University of Economics and Business (VŠE) brings its existing skills and know-how in the field of regional analyses and advanced regional modelling into the project implementation.

The Other Participant – CE:

Cambridge Econometrics will use its E3ME model into the implementation of the project, along with its existing skills and know-how.

The Other Participant – TC AV:

The Technology Centre of the Czech Academy of Sciences brings the software tool TC-HSS for the analysis of a large volume of structured and unstructured text, which allows to identify emerging trends and wild cards in source data based on predefined algorithms, into the implementation of the project. The Technology Centre of the Czech Academy of Sciences is the sole owner of the TC-HSS tool, including the existing know-how for its modification and interpretation of its outputs.

The Other Participant – SOÚ AV:

The Institute of Sociology of the Czech Academy of Sciences brings its existing skills and know-how in the area of sample survey design and the conduct of the sample survey itself according to the SIMAR, ESOMAR and WAPOR standards into the implementation of the project.

6. The project results, i.e. those results attained during the project processing, benefit from the protection under Act No. 121/2000 Coll., on copyright, rights related to copyright and on amendment to certain acts (the Copyright Act), as amended (hereinafter referred to as “the Copyright Act”).
7. The exercise of economic rights in copyright pertains to the Party to the Agreement whose workers created the copyright work during the project implementation. In case of co-authorship of workers of more Parties to the Agreement, the exercise of the economic rights in copyright pertains to all

these Parties to the Agreement. For details, Act No. 121/2000 Coll., the Copyright Act will be applied.

8. Any future assignment of rights to the project results and the use of the project results will be carried out in compliance with the rules arising from the Agreement on the Provision of Support and the Programme conditions to be met, from the present agreement, from the provisions of Section 16 of Act No. 130/2002 Coll. and from the rules in the field of public support resulting from the European Union legislation. The Parties to the Agreement undertake that the rights to the project results and the rights of access to them will be distributed among them appropriately in a way to respect the prohibition of indirect state support in accordance with the Framework.
9. Rights to individual given results are divided in the approved project proposal and are determined by the percentage belonging to each of the Parties to the Agreement, where appropriate, they can be reviewed by agreement based on the real added value of individual Parties to the Agreement after attaining the result.
10. If other outputs than the given results arise in relation to the project implementation, the shares of economic rights in copyrights will be distributed among those Parties to the Agreement that took part in creating the output, on a percentage basis based on their participation in dealing with the output in question.
11. Further outputs of the cooperation must not be published or disclosed before an agreement on the use of outputs is concluded between all the entities that contributed with their value to achieve the output.
12. The Parties to the Agreement undertake to cooperate and to mutually provide maximum assistance to create an implementation plan for the attained project results and to conclude an agreement on the use of the outputs. Furthermore, the Parties to the Agreement hereby undertake to cooperate on the preparation and reporting on implementation. For other issues related to the implementation plan, the agreement on the use of the outputs and the reports on the implementation, Article 13 of the GTC, and where appropriate, further provisions of the GTC will be applied.

VI. CONFIDENTIAL INFORMATION

1. Confidential information is such information that has real or at least potential material or non-material value and that is not commonly available in the relevant business circles and circles of scientific research, that is contained herein or acquired from another Party to the Agreement in relation to the negotiation or performance hereof.
 2. However, the information is not considered to be confidential if:
 - a) It is already available to the public when disclosed.
 - b) It becomes available to the public differently than through unauthorized disclosure.
 - c) It is provided to the third party by a person that is authorized to disclose this information.
 3. None of the Parties to the Agreement shall disclose any confidential information to third parties, with the exception of the following cases:
 - a) The Party to the Agreement concerned granted a prior written consent with such disclosure.
 - b) Legislation or an obligation imposed based on a piece of legislation provides for an obligation to disclose confidential information.
 - c) The obligation to disclose set by the TA ČR is incompatible with such requirement.
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- d) Such disclosure of confidential information is necessary for the performance of the agreement or of steps or actions foreseen herein.
4. The Parties to the Agreement hereby mutually give their consent to each other with the disclosure of confidential information by a Party to the Agreement, and only in so far as these are bound by the obligation of confidentiality in relation to the confidential information, to the legal representative, the auditor, the accountant, the tax or any other consultant of the Party to the Agreement, the employer or another representative of the Party to the Agreement. Each Party to the Agreement is obliged to ensure that the person to whom such confidential information is provided in this way, does not disclose this confidential information and does not allow its disclosure or use by a third party.
 5. The project belongs to the classified information category S – complete and true data on the project are not subject to protection in accordance with specific legislation.

VII. PROJECT MANAGEMENT, OTHER ARRANGEMENTS

1. All the activities related to the project are managed by the Lead Beneficiary who invites and coordinates Other Participants of the project during negotiations and leads each negotiation towards reaching consensus (consent of all participating parties) or decides on further actions in the project implementation. If it is not possible to reach consensus, the Lead Beneficiary decides on further actions in the project implementation.
2. The Parties to the Agreement are obliged to inform each other of the facts essential for the performance of the agreement, including information on the financial and implementation management of the project.
3. During the project implementation, the Parties to the Agreement are obliged to act in an ethical, correct and transparent way, in accordance with honest practices, and they hereby undertake to preserve the confidentiality concerning all the information relating to the project implementation, including its proposal, in order not to jeopardise the results and the objectives of the project implementation.

VIII. DURATION AND TERMINATION OF THE AGREEMENT

1. The present Agreement is concluded for a determined period of time, i.e. its duration is subject to the project implementation and sustainability period of the project, which is determined by the Provider.
2. The termination of the agreement can only occur under conditions related to the Agreement on the Provision of Support No. 2021SS04030013 and further under conditions defined below.
3. Apart from the termination of participation of the Other Participant in the performance of the present agreement due to serious breach of the terms hereof and due to the obstruction of the project purpose, none of the Parties to the Agreement may, without a written consent of all the other Parties to the Agreement and without a prior consent of the Provider, terminate obligations from the agreement, withdraw from them or possibly transfer these obligations to third parties, or transfer these obligations to third parties unless stipulated otherwise.
4. The termination of the participation of the Other Participant due to a serious breach hereof occurs if they repeatedly fail to act, do not fulfil their obligations or seriously disrupt the course of project implementation by their actions.

5. The termination of the participation of the Other Participant only occurs after discussions with the Provider and the Other Participants, and it will be approved by the Provider who will take into account the consequences and the impact of the non-participation of the “*removed Other Participant*” in the project completion. If damages occur related to the change in the number of Other Participants, the entity that was responsible for the damage is obliged to pay damages in full.
6. If the present agreement or the Agreement on the Provision of Support defined in Article I (3) hereof is terminated early due to reasons other than those related to actions resulting from the present agreement, all participating entities will mutually settle up their rights and obligations.
7. The termination of the agreement does not affect the obligations of the Parties concerning the rights to the results and confidential information.

IX. COMMON AND FINAL PROVISIONS

1. No Party to the Agreement shall assign claims or debts arising from the present agreement, or transfer this agreement to a third party without a written consent granted by the Provider and the other Parties to the Agreement.
2. If any of the provisions hereof turns out to be void (non-existent), the impact of this defect on other provisions of the agreement will be evaluated similarly in accordance with Section 576 of the Civil Code.
3. The Parties to the Agreement exclude the application of the following provisions of the Civil Code to the present agreement: Section 557 (the *contra proferentem* rule).
4. This agreement is governed by the law of the Czech Republic, in particular by the relevant provisions of the Civil Code, Act on the Support of Research and Development and the Copyright Act.
5. The present agreement is drawn up in Czech, as well as in English. In the event of any discrepancy or inconsistency between the Czech and English version hereof, the Czech version prevails.
6. The present agreement contains complete provisions on the subject-matter of the agreement and all the terms that the Parties should have and wanted to stipulate in the agreement, and which they deem important for the binding character of the present agreement. No interaction of the Parties during negotiations about the present agreement, or any interaction after the conclusion of the present agreement can be interpreted in a manner contrary to the explicit provisions hereof and give rise to any obligation to any of the Parties.
7. Any changes to the Agreement shall be made in a form of written and numbered amendments; the changes that are subject to approval by the Provider shall be sent to the Provider in accordance with the Provider’s change management rules.
8. The present agreement is signed electronically and kept solely in an electronic form.
9. All personal data of an entity in the contractual relationship are processed by each of the Parties to the Agreement in accordance to Act No. 110/2019 Coll., on personal data processing, as amended, in 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).
10. The Charles University is a person subject to duty under Act No. 181/2014 Coll., on cyber security and on amendments of the related acts (the Cyber Security Act), as amended.

11. The Parties to the Agreement take note that the present agreement, including all its annexes, if there are any, is subject to mandatory publication under Act No. 340/2015 Coll., on special requirements for the effectiveness of certain contracts, the disclosure of these contracts and their registration (the Contract Registry Act), as amended.
12. The present agreement enters into force upon the signature of the Parties to the Agreement and enters into effect on the day, when the Lead Beneficiary ensures its placement into the information system of the contract registry of the Ministry of the Interior of the Czech Republic pursuant to the Contract Registry Act.
13. The Parties take note that they will not affect any performance under the present agreement before its effective date.
14. The Parties to the Agreement listed below declare that they have read the contents of the agreement properly and that they got properly familiarised with its contents, and in witness thereof, they sign the present agreement.

Prague, on

Prague, on

Prof. MUDr. Tomáš Zima, DrSc., MBA
Rector
Charles University

Mgr. Miroslav Havránek
Director
CENIA

Prague, on

Prague, on

Prof. Ing. Hana Machková, CSc.

Ing. Karel Klusáček, CSc., MBA

Rector

Director

Prague University of Economics and Business

The Technology Centre of the Czech Academy of Sciences

Prague, on

Prague, on

Štěpán Chalupa

PhDr. Radek Váňa, Ph.D.

Chairman of the Board of Directors

Executive

The Chamber of Renewable Energy Sources, Association (Komora obnovitelných zdrojů energie, z.s.)

Idealab, s.r.o.

Prague, on

Průhonice, on

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Doc. RNDr. Ivan Suchara, CSc.

Director
The Silva Tarouca Research Institute for
Landscape and Ornamental Gardening,
Public Research Institute

Prague, on

Prague, on

Prof. Ing. Petr Sklenička, CSc.

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Czech University of Life Sciences Prague

Mgr. Jindřich Krejčí, Ph.D.

Entrusted with the Institute management
Institute of Sociology of the Czech Academy
of Sciences, Public Research Institution

Prague, on

Budapest, on

PhDr. Dita Tesárková

Chairman of the Board of Directors

EEIP, a.s.

Dr Dora Fazekas

Managing Director

Cambridge Econometrics Hungary Kft