This Contract Research Services Agreement

 is made on the 2016 between:

**(1) Syngenta Limited,** a company incorporated in England and Wales (company registration number 2710846) whose registered office is at Syngenta, Jealott’s Hill International Research Centre, Bracknell, Berkshire RG42 6EY, United Kingdom; company VAT No. GB760346929 (**"Syngenta"**); and

**(2) Czech University of Life Sciences Prague (Department of Agroecology and Biometeorology),** a public University organized under the laws of the Czech Republic, located at Kamýcká 129, 165 00 Prague - Suchdol; registration number 60460709, VAT No. CZ60460709 (**"Organisation"**),

 (each a “**Party**”, together the “**Parties**”).

1. Definitions and Interpretation
	1. In this Agreement, the following definitions apply:

|  |  |
| --- | --- |
| **Affiliate** | shall mean, with respect to a Party to this Agreement, another legal entity Controlling, Controlled by or under ultimate common Control with such Party.  |
| **Agreement** | this agreement including the Schedules, in each case, as may be amended from time to time in accordance with Clause 15. |
| **Bribery Event** | a breach of paragraphs 1 or 2 of the Compliance Guide for Third Parties which is set out in Schedule B. |
| **Business Day** | Monday to Friday (inclusive) except bank or public holidays in the country/countries of incorporation or domicile of the Parties. |
|  |  |
| **Confidentiality Obligations** | the restrictions and obligations set out in Clause 10 relating to the handling and use of Confidential Information. |
| **Control** | ownership, directly or indirectly, of more than fifty per cent of the outstanding voting securities or capital stock or any other comparable equity or ownership interest or the power, directly or indirectly by means of voting power, contract or otherwise, to govern the operating and financial policies of a party. |
| **Charges** | the charges for carrying out the Work, as set out in the Statement of Work. |
| **Completion Date** | the later of the target date for completion of the Work, as set out in the Statement of Work and the date of delivery of the final Deliverable or final re-worked Deliverable in accordance with Clause 6. |
| **Confidential Information** | the Syngenta Confidential Information and the Organisation Confidential Information including any personal data which may be exchanged between the Parties. |
| **Deliverables** | all outputs of whatever nature or medium which are specified as Deliverables in this Agreement. |
| **Force Majeure Event** | as defined in Clause . |
| **Genetic Resource** | any genetic material containing a functional unit of heredity. |
| **Insolvency Event** | in relation to a Party, one of the following events: (i) it is unable to pay its debts as they fall due or is declared bankrupt or insolvent; (ii) it ceases or threatens to cease carrying on all or substantially all of its business, otherwise than for the purposes of a solvent reconstruction or amalgamation; (iii) a liquidator, receiver, administrator, custodian, trustee or administrative receiver is appointed over the whole or any material part of its undertaking, property or assets; (iv) an order is made or resolution is passed for its winding up, otherwise than for the purposes of a solvent reconstruction or amalgamation; (v) it applies for other measures of protection against its creditors under applicable bankruptcy or insolvency laws; (vi) any event analogous to any of the foregoing occurs in any jurisdiction in which any of its assets are situated; or (vii) it undergoes a change of Control. |
| **Intellectual Property Rights** | any and all patents, inventions, utility models, plant breeders’ rights, copyright and related rights (including in software and reports), designs, trademarks, service marks, trade, business and domain names, trade dress or get-up, goodwill or the right to sue for passing off, unfair competition rights, database rights, topography rights, rights in confidential information (including in Know-How and in trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world. |
| **Know-How** | any know-how, technical information and/or data, including know-how relating to inventions, discoveries, improvements, concepts, techniques, methodologies, models, algorithms, research, formulations, development and testing procedures, the results of experiments, tests and trials, manufacturing processes, techniques and specifications, quality control data, analyses, protein sequences, the identity of compounds, structure and mode of action of compounds. |
| **Organisation Background** | the following and all Intellectual Property Rights in the following: Know-How, software and materials (regardless of their form and the medium in which they are stored) owned by or licensed to Organisation or its Sub-Contractors and which are used by Organisation and/or its Staff and/or Sub-Contractors in carrying out the Work EXCLUDING Outputs. |
| **Organisation Background Improvement** | the following and all Intellectual Property Rights in the following:any development, improvement, variation or enhancement of Organisation Background that is created or developed by Organisation and/or its Staff and/or Sub-Contractors in the course of carrying out the Work EXCLUDING those which are specified as Deliverables in this Agreement (and any Intellectual Property Rights in such Deliverables). |
| **Organisation Confidential Information** | all information of Organisation which is disclosed to Syngenta under this Agreement, regardless of the form or medium in which it is disclosed or stored, to the extent that such information is either identified as “secret” or “confidential” before or at the time of disclosure or it would reasonably be presumed by its nature to be confidential.  |
| **Organisation Lead** | Organisation’s lead contact person in relation to this Agreement, as defined in the Statement of Work. |
| **Outputs****Publication****Publication Notice** | the following and all Intellectual Property Rights in the following: the Deliverables and all other outputs of whatever nature or medium, including raw data, Know-How, reports, software, products, materials (whether chemical, biological or other) arising from the Work EXCLUDING any Organisation Background Improvements. publication or disclosure in any form or medium, the publication of an abstract, article or paper in a journal or an electronic repository, its inclusion in a thesis, or its presentation at a seminar, tutorial, lecture or conference, or its posting on the internet; and in clauses 10 and 11 references to Publish and Publication will be construed accordingly;as defined in clause 10.3 |
| **Start Date** | the date of commencement of the Work, as specified in the Statement of Work. |
| **Statement of Work** | the Statement of Work set out in Schedule A. |
| **Staff** | with respect to a Party, the officers, employees, workers, agents, contractors and representatives of such Party and in the case of a university, its Staff includes students. |
| **Sub-Contractor** | a sub-contractor of Organisation (whether or not an Affiliate of Organisation) which has been authorised by Syngenta pursuant to Clause 8. |
| **Syngenta Background** | the following and all Intellectual Property Rights in the following: Know-How, , software and materials, regardless of the form or medium in which they are disclosed or stored, (including information contained in the Statement of Work) that are provided by or on behalf of Syngenta and/or its Affiliates to Organisation or its Sub-Contractors under this Agreement. |
| **Syngenta Confidential** **Information** | * + - 1. the Syngenta Background, the Deliverables and information relating to Syngenta Background or Deliverables, including name, structure, chemical formula, amino acid sequence, RNA sequence, DNA sequence, phenotype, genotype, characteristics and mode of action, in each case whether disclosed (either deliberately or inadvertently) by or on behalf of Syngenta or discovered by Organisation or its Staff or Sub-Contractors in the course of carrying out Work or in breach of Clause ; and
			2. all other information of, or relating to, Syngenta and/or its Affiliates to the extent that such information is either identified as “secret” or “confidential” before or at the time of disclosure or would reasonably be presumed by its nature to be confidential, including: (i) information relating to the business and/or research of Syngenta and/or its Affiliates; (ii) information relating to the business relationship between Syngenta and Organisation; (iii) information in conversations, emails and other correspondence sent by Syngenta in negotiating this Agreement; and (iv) the contents of this Agreement.
 |
|  |  |
| **Syngenta Lead** | Syngenta’s lead contact person in relation to this Agreement, as defined in the Statement of Work. |
| **VAT** | Value Added Tax, Goods and Services Tax or any other applicable, similar sales tax. |
| **Work** | The work to be carried out by Organisation, as set out in the Statement of Work. |

* 1. In this Agreement, the following will apply:
		1. a reference to a **“Clause”** means to a clause or sub-clause of this Agreement;
		2. the “Schedules” comprise the following documents:

Schedule A: Statement of Work; and

Schedule B: Compliance Guide for Third Parties;

all of which are attached to and form part of this Agreement. Any reference to this Agreement therefore includes the Schedules. In the event of any conflict between the terms of the main body of this Agreement and any Schedule, the terms of the main body of this Agreement shall prevail

* + 1. a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and will include all subordinate legislation made from time to time under that statute or statutory provision;
		2. a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person’s legal and personal representatives, successors and permitted assigns;
		3. a reference to a company will include any company, corporation or other body corporate, wherever and however incorporated or established;
		4. where any statement is qualified by the expression, “so far as that party is aware,” or “to that party’s knowledge” (or any similar expression), that statement will be deemed to include an additional statement that it has been made “after due and careful enquiry”;
		5. any words following the terms “including”, “include”, “in particular”, “for example” or any similar expression will be construed as being illustrative and will not limit the sense of the words, description, definition, phrase or term preceding those terms;
		6. a reference to writing or written does not include email unless expressly stated otherwise;
		7. unless the context otherwise requires, words in the singular will include the plural and in the plural will include the singular; and
		8. unless the context otherwise requires, a reference to one gender will include a reference to the other genders.
1. Term
	1. This Agreement will become effective on the last date of signature by the Parties and will continue in force until the Completion Date unless terminated sooner or extended by the Parties in accordance its terms.
	2. The terms and conditions of this Agreement exclude any and all standard terms and conditions of Syngenta or Organisation or any of their Affiliates which are referred to in any quotation, purchase order, invoice or other document relating to this Agreement. Such standard terms and conditions will NOT apply to this Agreement notwithstanding Syngenta’s signature of any document.

* 1. Organisation will not carry out any Work (and no obligation to make payment under this Agreement will arise) unless Syngenta has issued a purchase order number in respect of this Agreement.
1. Organisation’s Obligations
	1. Organisation will carry out the Work and will appoint an Organisation Lead as the main point of contact on all matters relating to the Work.
	2. Organisation will and will ensure that its Staff and Sub-Contractors will:
		1. comply with the terms of this Agreement including the Compliance Guide for Third Parties set out in Schedule B and the Confidentiality Obligations; and
		2. comply with all applicable laws and regulations including:
			1. if the Work involves any genetic modification work, all applicable laws concerning genetic modification in the country in which the relevant work is conducted and any Syngenta policies or guidelines concerning the use of genetically modified organisms which are communicated to Organisation;
			2. if relevant, Regulation (EC) no 1272/2008 and any other applicable laws concerning the classification, labelling, packaging and notification of substances and mixtures; and
			3. any applicable access and benefit sharing legislation relating to the use of Genetic Resources from time to time in force, including the Convention on Biological Diversity, the Nagoya Protocol and the International Treaty on Plant genetic resources for Food and Agriculture.
		3. Collect any Genetic Resources used for the work only from the Czech Republic and from no other country.
		4. use reasonable endeavours to meet the Completion Date and any other timelines for carrying out the Work and/or delivering the Deliverables which are specified in this Agreement;
		5. ensure that the Work and Deliverables conform to the descriptions and specifications set out in this Agreement, however, Syngenta acknowledges and agrees that, due to the experimental nature of the Work, the Organisation does not undertake that the Work will lead to any particular result, nor is the success of the Work guaranteed;
		6. carry out the Work with a level of care, skill and diligence in accordance with best practice in Organisation’s industry, profession or trade;
		7. provide all necessary facilities, materials, equipment, tools, vehicles and other items required to carry out the Work;
		8. co-operate with Syngenta in all matters relating to the Work.
	3. Organisation will, and will procure that its Staff and Sub-Contractors will, comply with the following requirements during the term of this Agreement:
		1. Syngenta and its Affiliates have committed to upholding the principles set out in the Universal Declaration of Human Rights of the United Nations and the International Labour Organisation's Core Conventions. Syngenta requires Organisation and its Staff and Sub-Contractors to comply with the following minimum labour standards - respecting employees' rights to become members of relevant labour unions and/or other employee organizations, not using forced labour nor exploitative child labour practices and not tolerating discrimination or harassment at the workplace.
		2. Organisation will bring the Compliance Guide for Third Parties (set out in Schedule B) and the Confidentiality Obligations to the attention of each of its Staff and Sub-Contractors who will be, or who are likely to be, involved in carrying out any Work under this Agreement. Organisation will ensure that, prior to commencing any activities which relate to any Work, each of those Staff and/or Sub-Contractors has entered into a written agreement with Organisation containing obligations on equivalent terms to those set out Clause 11 and Schedules B and C. Organisation will encourage its Staff and Sub-Contractors to report any suspected violations of the Compliance Guide for Third Parties (set out in Schedule B) via email to syngenta.compliance@syngenta.com.
2. Charges
	1. In consideration for carrying out the Work, Syngenta will pay Organisation the Charges. In the case of unforeseen circumstances, the Charges will not be increased unless the Parties amend this Agreement in accordance with Clause 15.
	2. All amounts payable to Organisation under this Agreement are exclusive of value added tax ("VAT") or any similar tax which, where properly due and chargeable for the supply of Work made under this Agreement, Syngenta will pay in addition to the Charges at the rate from time to time prescribed by law, subject to receipt of a valid VAT invoice from Organisation. Organisation will issue valid VAT invoices for the Charges in accordance with the invoicing schedule set out in the Statement of Work and will ensure that all invoices quote Syngenta’s purchase order number. Unless otherwise set out in the Statement of Work, Organisation will send all invoices by post to the address provided in Syngenta’s purchase order.
	3. If Organisation does not charge VAT and it is subsequently found that VAT is chargeable, Syngenta agrees to pay such VAT (exclusive of interests and penalties) on receipt of a valid VAT invoice and a copy of the ruling from the relevant tax authority. Reference in this Clause to “supply” will include anything which is deemed to be or is treated as a supply under applicable VAT legislation.
	4. Syngenta will pay valid VAT invoices which include the applicable purchase order number within thirty (30) days after the end of the month in which the invoice is received by Syngenta. The Charges will be paid in the currency specified in the Statement of Work to the bank account stipulated in Organisation’s invoice, quoting Organisation’s invoice reference.
	5. If Syngenta fails to pay any amount payable by it under this Agreement, Organisation may charge Syngenta interest on the overdue amount from the due date up to the date of actual payment, after as well as before judgment, at the rate of 2% per annum above the base rate for the time being of Barclays Bank PLC. Such interest will accrue on a daily basis and be compounded quarterly.
	6. Each Party may, without limiting any other rights or remedies it may have, set off any amounts owed to it by the other Party under this Agreement against any amounts payable by it to the other Party under this Agreement. This does not affect the requirement for the Parties to issue valid VAT invoices for their respective supplies.
3. Syngenta’s Obligations
	1. Syngenta will:
		1. pay the Charges in accordance with Clause 4;
		2. comply with the Confidentiality Obligations ;
		3. co-operate with Organisation in all matters relating to the Work and appoint (and, as it thinks fit, replace) Syngenta Lead in relation to the Work;
		4. provide Syngenta Background (if any) specified in this Agreement in a timely manner; and
4. Acceptance Procedure and Syngenta’s Remedies
	1. If Organisation fails to carry out any of the Work in accordance with this Agreement, Syngenta will, without limiting its other rights or remedies, have one or more of the following rights:
		1. to require that any defective part of the Work and/or Deliverables be re-done by Organisation by way of remedial work at no additional charge and within a reasonable time; and/or
		2. to refuse to accept the Work and/or Deliverables and to require an adequate reduction of the Charges or refund of Charges payments already made in consideration of the reduced value of the Work and/or Deliverables due to their non-compliance with the specifications set out in this Agreement.
	2. If the Statement of Work has a report specified as a Deliverable, the following review and acceptance procedure will apply to such report. Organisation will submit a draft report for Syngenta’s review and approval. Syngenta will, within twenty (20) Business Days of receipt, review the draft report and either:
		1. notify Organisation of its approval; or
		2. consult with Organisation to agree the amendments to be made.

Organisation will, as necessary, amend the draft report and deliver the final report within twenty (20) Business Days of receipt of Syngenta's formal approval or agreed amendments (as appropriate). If Syngenta has neither given its formal approval nor consulted with Organisation to agree the amendments to be made to the draft report within twenty (20) Business Days after delivery to Syngenta, Organisation may reissue the draft report as a final report.

* 1. The provisions of this Agreement will apply to any substituted, redone or remedial Work and/or Deliverable provided by Organisation.
1. Records
	1. Organisation will and will ensure that its Sub-Contractors will keep accurate books and records in connection with the Work to be performed under this Agreement sufficient to enable Syngenta to verify Organisation’s compliance with the terms of the Work Agreement (**“Records”**). Upon request and reasonable advance notice, during a mutually agreeable time within Organisation’s normal business hours, Syngenta will be entitled to inspect and audit such Records in order to determine whether Organisation has complied with the terms of the Work Agreement, including Schedule B (Compliance Guide for Third Parties. As a condition of such access, Syngenta agrees to comply with Organisation’s reasonable confidentiality requirements.
2. Title
	1. Organisation warrants that it has or will have at the time of transfer to Syngenta full, clear and unencumbered title to all Deliverables and that, at the date of the transfer of title, it will have full and unrestricted rights to transfer all such Deliverables to Syngenta.
	2. Title to Deliverables will pass to Syngenta on the earlier of their delivery to Syngenta or payment of the portion of the Charges due in respect of the Deliverable in accordance with this Agreement.
3. Ownership and Use of Outputs
	1. Except for the licences expressly granted, no other licenses to use any Intellectual Property Right are granted or implied by this Agreement.
	2. Organisation Background will remain the property of Organisation, its Sub-Contractors or their licensors. Organisation will own Organisation Background Improvements (which term EXCLUDES those improvements to Organisation Background (if any) which are specified as Deliverables in this Agreement).
	3. Syngenta Background will remain the property of Syngenta or its licensors.
	4. Organisation will notify Syngenta promptly after identifying any Output that Organisation believes may be patentable, and will supply Syngenta with details (and where appropriate, copies) of such Output.
	5. Syngenta (or its nominated Affiliate) will own all Outputs and may take such steps as it may decide from time to time, at its own expense, to register and maintain any protection for Intellectual Property Rights in the Outputs (in its own name or that of an Affiliate), including filing and prosecuting patent applications.
	6. To the extent that any Outputs are capable of prospective assignment, Organisation now assigns, with full title guarantee and free from all third party rights, such Outputs to Syngenta. To the extent that any Outputs cannot prospectively be assigned, Organisation will assign with full title guarantee and free from all third party rights, such Outputs to Syngenta (or to Syngenta’s nominated Affiliate) as and when they are created, and in any case, at the request of Syngenta.
	7. To enable Organisation to give effect to the provisions of this Clause, Organisation will procure that its Staff and Sub-Contractors assign to it any rights they may have in the Outputs.
	8. Organisation will procure that its Staff and Sub-Contractors involved in carrying out the Work give Syngenta such assistance as Syngenta may reasonably request in connection with the registration and protection of the Intellectual Property Rights in the Outputs, including filing and prosecuting patent applications and taking any action in respect of any alleged or actual infringement of Intellectual Property Rights in the Outputs or any alleged or actual misuse of the Outputs.
	9. Syngenta grants Organisation a royalty-free, non-exclusive licence to use Syngenta Background for the sole purpose of carrying out the Work during the term of this Agreement and for no other purpose. Syngenta grants Organisation a royalty-free, non-exclusive, non sub-licensable licence to use the Outputs for academic research and teaching purposes, both during and after the term of this Agreement and the terms of clause 10 shall continue to apply in respect of any Publication disclosing any Outputs.
	10. Organisation may not grant any sub-licence to use the Syngenta Background or the Outputs except to its Staff and Sub-Contractors who are working for or on behalf of Organisation in carrying out the Work and then only for the purpose of carrying out the Work under this Agreement.
	11. To the extent which is strictly necessary in order for Syngenta to use and commercially exploit the Outputs, Organisation hereby grants (and will procure that its Staff and Sub-Contractors grant) Syngenta a worldwide, non-exclusive, royalty-free, fully paid up, perpetual, irrevocable, sub-licensable licence to use Organisation Background and Organisation Background Improvements in order to use and commercially exploit the Outputs.
	12. Organisation warrants that, as far as it is aware as at the Start Date:
		1. carrying out the Work will not infringe the Intellectual Property Rights of any third party;
		2. it has the right to use the Organisation Background and Organisation Background Improvements to carry out the Work and to grant the licence under Clause 9.11; and
		3. it has, and will have, the right to assign the Outputs in accordance with Clause 9.
	13. All licences granted to Organisation under this Clause 9 will be immediately revoked upon expiry or termination of this Agreement howsoever caused, unless otherwise agreed in writing with Syngenta.
	14. Organisation agrees that Syngenta and its Affiliates may, in order to further the purposes for which Syngenta entered into this Agreement, share with third parties any and all Outputs disclosed by Organisation to Syngenta under this Agreement. Organisation expressly agrees and accepts that Syngenta and/or its Affiliates may be required, for regulatory purposes, to disclose to regulatory authorities Outputs which may contain personal data received from Organisation. It is agreed that such disclosures fall within one of the applicable exceptions to personal data protection.
4. Publication

 10.1 The Work is undertaken by the University in pursuance of a primary charitable purpose of the University; that is the advancement of education through teaching and research. However the University recognises that Syngenta’s commercial interests must be safeguarded. Therefore, the University will not and will procure that any employee or student of the University involved in the Project will not make any Publication in relation to the Work UNLESS the University has first obtained the prior written consent of Syngenta, which permission it will seek by following the procedure set out under clauses 10.2 to 10.5 below.

 10.2 In order to seek Syngenta’s consent to Publish under clause 10.1 above, the University will, and will procure that any employee or student or Sub-Contractor of the University will, submit to Syngenta in writing (which for these purposes may include email), to the individual and address specified for that purpose in the Statement of Work, at least thirty (30) Business Days before the proposed submission date for Publication or proposed Publication date, whichever is the earlier:

10.2.1 a copy of the proposed Publication in its entirety; and

10.2.2 details of any of Syngenta's Confidential Information proposed to be included in such proposed Publication (to include the Results and Syngenta’s Background) together with a written notice stating:

*“This notice is given pursuant to clause 10 of the Contract Research Services Agreement with the* Czech University of Life Sciences Pragueand *Syngenta Limited with effective date [date]. Syngenta is required to: (i) acknowledge receipt of this request; and (ii) respond to this request for publication within thirty (30) Business Days”*.

10.3 Syngenta will, (at its sole discretion), by giving written notice (which for these purposes may include email) to the University (a **“Publication Notice”**) to either:

10.3.1 give its consent to the proposed Publication in the form it was submitted; or

10.3.2 require the University to delay the proposed Publication for a maximum of eighteen (18) months after receipt of the Publication Notice if, in Syngenta's reasonable opinion, that delay is necessary in order to seek patent or similar protection for any of Syngenta's Confidential Information (which includes the Results and Syngenta’s Background) which is included in the proposed Publication; or

 10.3.3 require the deletion from, or amendment to, the proposed Publication to ensure that any of Syngenta's Confidential Information (which includes the Results and Syngenta’s Background) is disguised or removed to the satisfaction of Syngenta.

10.4 Syngenta will use reasonable endeavours to give that Publication Notice within thirty (30) Business Days after Syngenta receives a valid request to Publish, however failure to reply within that period will not constitute deemed consent to Publish.

10.5 PROVIDED THAT:

10.5.1 a request to Publish has been duly given to Syngenta in accordance with the procedure specified in clause 5.2 above; and

10.5.2 Syngenta has given a Publication Notice which confirms its written consent to the proposed Publication (either in its present form or subject to certain delay or required amendment in accordance with clause 10.3 above),

THEN the University, its employee or student may proceed with such proposed Publication in accordance with any conditions imposed in the Publication Notice.

10.6 For the avoidance of doubt and notwithstanding any other provision in this Agreement none of Syngenta's Confidential Information (including the Results and Syngenta’s Background) may be Published without first obtaining Syngenta’s explicit written consent, which Syngenta is entitled to give or refuse at its sole discretion.

10.7 For the avoidance of doubt, where a Party’s consent has been obtained in relation to a Publication such consent will be deemed also to be valid consent to disclosure under Data Protection Legislation to the extent of the Personal Data contained within such Publication (for example the names of inventors and authors cited in such Publication).

1. Confidentiality Obligations
	1. The confidentiality obligations and restrictions on use set out in this Clause will apply during the term of this Agreement and will continue for a period of ten (10) years thereafter.
	2. Both Parties will use reasonable endeavours to mark the Confidential Information which they disclose in written form in connection with this Agreement as "confidential", "secret", "business sensitive" or with a similar proprietary legend.
	3. Organisation will, and will procure that its Staff and Sub-Contractors will, use reasonable endeavours to mark all Outputs which are produced in written form as being the Confidential Information of Syngenta with a legend such as "Confidential Information of Syngenta" or similar.
	4. Each Party (**"Party A"**) agrees that, in relation to the other Party’s (“**Party B’s**”) Confidential Information, Party A will:
		1. keep it secret and confidential;
		2. implement adequate security measures to ensure that it is protected from unauthorised disclosure, copying or use;
		3. use it only for the relevant "Permitted Purposes" which are, in the case of Organisation, to carry out the Work and fulfil its other obligations under this Agreement and, in the case of Syngenta, to use and exploit the Outputs and to fulfil its obligations under this Agreement;
		4. not copy or reproduce it except as reasonably necessary for the Permitted Purposes (as defined in Clause 11.4.3 above);
		5. not disclose it or make it available (in whole or in part) to any third party (including in any Publication in any form or medium including the Publication of a patent application, an abstract, article or paper in a journal or an electronic repository, or its presentation at a university seminar, tutorial, lecture or conference, or its posting on the internet) without the prior written consent of Party B, except as set out below:
2. Party A may disclose Party B's Confidential Information to its Affiliates, Sub-Contractors and Staff (**"Permitted Recipients"**) but only to the extent which is strictly necessary for the relevant Permitted Purposes and only if, prior to disclosure to any Permitted Recipient, Party A first: (a) informs the Permitted Recipient of the confidential nature of Party B's Confidential Information; and (b) requires the Permitted Recipient to use Party B's Confidential Information only for the Permitted Purposes, to keep the Confidential Information confidential and to return, delete or destroy the Confidential Information at the request of Party B in accordance with the terms of this Agreement. Party A will procure that its Permitted Recipients will comply with the obligations of confidentiality and restrictions on use set out in this Clause 11 as though such Permitted Recipients were Party A and any breach by any of its Permitted Recipients will be considered to be a breach by Party A.
	* 1. use reasonable endeavours to keep it separate from Party A's other documents and records. Where this is not technically possible, Party A will ensure that Party B's Confidential Information is clearly identifiable and distinguishable from Party A's own information; and
		2. inform Party B immediately upon becoming aware or suspecting that any unauthorised person has become aware of any of it.
	1. The obligations set out in Clause 11.4 will not apply to Party B's Confidential Information where Party A can show with documentary evidence (to be produced upon request by Party B) that Party B's Confidential Information (or the relevant part of Party B's Confidential Information):
		1. was in the public domain or already in the possession of Party A or an Affiliate of Party A prior to disclosure by or on behalf of Party B and was not under any obligation of confidentiality to Party B or any of its Affiliates;or
		2. came into the public domain otherwise than as a result of negligence, bad faith, wilful misconduct or breach of any obligation under this Agreement by Party A or any of its Affiliates or, in the case of Organisation, any of its Staff or Sub-Contractors;
		3. was lawfully disclosed to Party A on a non-confidential basis by a third party who, as far as Party A is aware (having made reasonable enquiries) is under no obligation of confidentiality to Party B or its Affiliates with respect to such Confidential Information;or
		4. was discovered or developed independently by Party A or an Affiliate of Party A without access to Party B's Confidential Information.;or
		5. is approved in writing for release by an authorised representative of Party B.
	2. Party A may disclose Party B's Confidential Information to the extent it is required to be disclosed by law, by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, Party A gives to Party B as much notice of such disclosure as possible to enable Party B to seek such measures as it thinks appropriate to protect the confidentiality of such information and, where notice of disclosure is not prohibited and is given in accordance with this Clause 10.6, Party A takes into account the reasonable requests of Party B in relation to the content of such disclosure.
	3. Party A may not disclose Party B's Confidential Information made up of a combination of items of Party B's Confidential Information merely because one or more of the items falls within one or more exceptions in Clause 11.5 if the combination itself does not.
	4. Neither Party will make, or permit any person to make, any public announcement concerning this Agreement or disclose their existence or terms without the prior written consent of the other Party to this Agreement, except as required by law or any governmental or regulatory authority (including any relevant securities exchange), or by any court or other authority of competent jurisdiction. Neither Party will make use of the other Party's name, trade marks or logos without the prior written consent of the other Party to this Agreement.

**Destruction or return of Confidential Information:**

* 1. At the request of Party B, except as set out in Clause 11.10, Party A will and will ensure that its Staff and Sub-Contractors will, promptly return, delete or destroy all documents and materials and copies thereof (including electronic copies) containing, incorporating or based upon any of Party B's Confidential Information.
	2. Party A may keep: (i) one copy of Party B's Confidential Information if it is required to do so by law or any applicable governmental or regulatory authority; and (ii) electronic copies made via automatic system backup, provided that such backups are secure. The Confidentiality Obligations will continue to apply to any such documents, materials and copies (including electronic copies) of Party B's Confidential Information retained by Party A, notwithstanding expiry or termination of this Agreement. If so requested by Party B, Party A will certify in writing that it has complied with the requirements of Clause 11.9 above and this Clause 11.10.
	3. Both Parties acknowledge that damages alone may not be an adequate remedy for the breach of these confidentiality obligations and restrictions. Accordingly, without prejudice to any other rights and remedies it may have, each Party will be entitled to apply to court for the granting of equitable relief (including injunctive relief) concerning any threatened or actual breach of these confidentiality obligations and restrictions.
1. Warranties
	1. Organisation warrants to Syngenta that:
		1. it has full capacity and authority and all necessary consents to enter into in this Agreement and carry out the obligations contained in this Agreement;
		2. the terms and conditions of this Agreement will not breach any agreements which Organisation has with third parties;
		3. it has the necessary facilities, resources and materials to carry out the Work;
		4. the contracts of employment or engagement (as the case may be) of Staff and Sub-Contractors involved in carrying out the Work provide that all Outputs will be assigned to Organisation with full title guarantee and free from all third party rights; and
		5. it has the power, authority and right to grant the rights and licences that it grants or purports to grant to Syngenta pursuant to this Agreement; and
2. Liability
	1. Nothing in this Agreement will limit or exclude a Party's liability for:
		1. death or personal injury caused by that Party’s or its Affiliates’ or Sub-Contractors’ negligence;
		2. fraud or fraudulent misrepresentation;
		3. any other liability which cannot be limited or excluded by applicable law.
	2. Subject to Clause 13.1, neither Party to this Agreement will have any liability to the other Party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any indirect or consequential loss arising under or in connection with this Agreement.
	3. Subject to Clauses 13.1 and 13.2, Syngenta’s liability to Organisation will be limited as follows:
		1. for breach of the Confidentiality Obligations, Syngenta’s total liability to Organisation will be limited to the sum of one million pounds (£1,000,000);
		2. for breach of contract, for tort (including negligence), for breach of statutory duty or otherwise arising under or in connection with this Agreement, except those matters set out in Clause 13.3.1 , Syngenta’s total liability to Organisation will be limited to a sum equivalent to twice the total Charges.
	4. Subject to Clauses 13.1 and 13.2, Organisation’s liability to Syngenta will be limited as follows:
		1. for breach of the Confidentiality Obligations, Organisation’s total liability to Syngenta will be limited to the sum of one million pounds (£1,000,000); and
		2. for breach of contract, for tort (including negligence), breach of statutory duty or otherwise, arising under or in connection with this Agreement, except those matters set out in Clause 13.4.1, Organisation’s total liability to Syngenta will be limited to a sum equivalent to twice the total Charges.
3. Insurance
	1. Organisation will obtain and (during the term of this Agreement) maintain comprehensive commercial liability insurance for any claims which may arise under or in relation to this Agreement and professional liability insurance cover (during the term of this Agreement and for three years following expiry or termination of this Agreement (howsoever caused)) for any claims which may arise from the carrying out of professional services under this Agreement.
	2. Upon request from Syngenta, Organisation will promptly provide proof of its compliance with this Clause 4, including the amount insured.
4. Amendments
	1. Any amendments to this Agreement will only be effective if recorded in writing and signed by authorised signatories of both Parties.
5. Termination/Expiry of this Agreement
	1. Without affecting any of its rights or remedies, either Party to this Agreement may terminate this Agreement with immediate effect by giving written notice to the other Party if:
		1. that other Party commits a material breach of any term of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so;
		2. that other Party is affected by a Force Majeure Event which prevails for a continuous period of more than three (3) months; or
		3. that other Party suffers an Insolvency Event.
	2. Syngenta may terminate this Agreement:
		1. by giving not less than one (1) month’s written notice to Organisation, such termination to become effective upon expiry of such notice;
		2. forthwith by notice in writing to Organisation if a Bribery Event occurs in relation to Organisation; or
		3. forthwith by notice in writing to Organisation if Organisation undergoes a change of Control.
	3. Termination or expiry of this Agreement will not affect any other agreement.
	4. On termination or expiry of this Agreement:
		1. the accrued rights, remedies, obligations and liabilities of the Parties as at termination will not be affected, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination; and
		2. Clauses and Schedules which expressly or by implication have effect after termination or expiry will continue in full force and effect indefinitely (unless otherwise stated therein) including Clauses 3.2, **Error! Reference source not found.**, 4.5, 4.6, 5, 6, 7, 8, 9, 10,11, 13, 14, 16, 18, 19, 20 and 21..
6. Force Majeure

* 1. Neither Party to this Agreement will be deemed to be in breach or otherwise liable as a result of any delay or failure in the performance of its obligations if and to the extent that such delay or failure is caused by a Force Majeure Event and the time for performance of the relevant obligation(s) will be extended accordingly. A **“Force Majeure Event”** an event or circumstance which is beyond the reasonable control of that Party which, by its nature, could not have been foreseen by such a Party or, if it could have been foreseen, was unavoidable.
	2. A Party whose performance of its obligations under this Agreement is delayed or prevented by a Force Majeure Event:
		1. will notify in writing the other Party and keep the other Party at all times informed of the nature, extent, effect and likely duration of the circumstances constituting the Force Majeure;
		2. will use all reasonable endeavours to minimise the effect of the Force Majeure on its performance of its obligations under this Agreement including the making of any alternative arrangements for resuming the performance of its obligations which may be practicable; and
		3. will after the cessation of the Force Majeure, notify the other Party thereof and resume full performance of its obligations under this Agreement.
	3. If and for so long as Organisation is relieved from its obligations based on Force Majeure, then Syngenta will be relieved from the corresponding payment obligations.
1. Assignment and Sub-Contracting
	1. Organisation will not assign, transfer, sub-contract or otherwise delegate in any way the performance of any of its obligations under this Agreement without the express prior written consent of Syngenta, which may be withheld at Syngenta’s sole discretion. Approval for sub-contracting, if given, is conditional upon the proposed sub-contractor first agreeing in writing to be bound by the terms of this Agreement to the extent that they apply to the Work being carried out by the proposed sub-contractor and, in particular, to comply with the Compliance Guide for Third Parties (set out in Schedule B) and the Confidentiality Obligations. Further assignment, transfer, sub-contracting or otherwise delegating in any way the performance of any of the Sub-Contractor’s obligations will not be permitted without the express prior written consent of Syngenta, which may be withheld at Syngenta’s sole discretion.
	2. Organisation will be responsible and liable for any sub-contracted Work and the actions and omissions of Sub-Contractors in carrying out such Work. Organisation will procure that all Sub-Contractors comply with the terms of this Agreement. No sub-contract will modify or reduce the liability of Organisation to Syngenta under this Agreement.
	3. Syngenta will be entitled to assign, transfer or otherwise delegate any of its rights and/or obligations under this Agreement to any of its Affiliates without the prior consent of Organisation.
	4. Nothing in this Agreement will operate to create a partnership or joint venture between the Parties or authorise either Party to act as agent for the other. Neither Party will have authority to act in the name of, or on behalf of, or otherwise to bind the other Party in any way.
2. Notices
	1. Except as expressly provided elsewhere in this Agreement, any notice to be given under this Agreement will be in writing, refer to this Agreement, Syngenta Lead and Organisation Lead. Notices may be delivered to the other Party by any of the methods set out in the left hand column below, and will be deemed to be received on the corresponding day set out in the right hand column:

|  |  |
| --- | --- |
| **Method of service**  | Deemed day of receipt |
| By hand or courier | the day of delivery |
| By recorded delivery post | the next Business Day after posting |

* 1. The Parties' respective Staff for the receipt of notices in relation to this Agreement are as follows:

|  |  |
| --- | --- |
| **For Syngenta:** | **Copy to:** |
| Company SecretarySyngenta, Jealott’s Hill International Research Centre, Bracknell, Berkshire RG42 6EY, United Kingdom Fax no: 0870 240 3019 | Deepak KaundunSyngenta, Jealott’s Hill International Research Centre, Bracknell, Berkshire RG42 6EY, United Kingdom Fax no: 0870 240 3019  |
|  |  |

|  |  |
| --- | --- |
| **For Organisation:** | **Copy to:** |
| University BursarCzech University of Life Sciences PragueKamýcká 129165 00 Prague – SuchdolCzech RepublicFax no: +420 420 234 384 084 | Josef SoukupFaculty of Agrobiology Food and Natural ResourcesCzech University of Life Sciences PragueKamýcká 129165 00 Prague – SuchdolCzech Republic |
|   | Fax no: +420 224 382 780 |

1. Miscellaneous
	1. Each Party to this Agreement acknowledges that, in entering into this Agreement, it has not relied on, and will have no right or remedy in respect of, any representation or warranty (whether made negligently or innocently) that is not set out in this Agreement.
	2. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision. If such amendment is not possible, or cannot be agreed between the Parties, the relevant provision or part-provision shall be deemed deleted. Any amendment to, or deletion of, a provision or part-provision under this Clause shall not affect the validity and enforceability of the rest of this Agreement.
	3. No failure or delay by either Party in exercising any right, power or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right under this Agreement.
	4. No one except a Party to this Agreement has any right to prevent the amendment of this Agreement or its termination. No one except a party to this Agreement and any of its Affiliates may enforce any benefit conferred by this Agreement, unless this Agreement expressly provides otherwise.
	5. Organisation will act in the capacity of an independent contractor. Nothing in this Agreement will be construed as creating any contract of employment between the Parties or any of their Affiliates, nor render any Staff or Sub-Contractor of Organisation or any of its Affiliates an employee, worker, agent, or partner of Syngenta or any of its Affiliates.
	6. Organisation will notify Syngenta in writing as soon as reasonably possible upon becoming aware of an anticipated change of Control of Organisation or change of Control of any Sub-Contractor.
	7. This Agreement may be executed in any number of counterparts, each of which, when executed will constitute a duplicate original of this Agreement, but all counterparts will together constitute the one Agreement. No counterpart will be effective until each Party has executed at least one counterpart.
2. Governing Law and Dispute Resolution
	1. In the first instance, if the Parties are unable to reach agreement on any issue concerning this Agreement within twenty (20) Business Days after one Party has notified the other of that issue, they will refer the matter to the Head of Chemical Research (in the case of Syngenta) and University Bursar (in the case of Organisation). If the matter has not been resolved within twenty (20) Business Days of this referral, either Party may bring proceedings in accordance with Clause 21.2.
	2. This Agreement and any issues or disputes arising out of or in connection with it (whether such disputes are contractual or non-contractual in nature, such as claims in tort, for breach of statute or regulation, or otherwise) will be governed by and construed in accordance with the law of England without giving effect to the principles of choice or conflict of laws provisions thereof. The parties hereby submit to the exclusive jurisdiction of the courts of England.
3. Final provision
	1. The Agreement is drawn up in 4 (four) identical copies, each copy having the value of the original. Each party will receive 2 (two) identical copies of the Contract.
	2. To meet legal obligations of Organisation the Syngenta agrees wholeheartedly with the publication of the full text of this Agreement, with the exception of confidential information as identified as such under this Agreement including the information contained in Schedule A, so that the text of this Agreement (excluding such confidential information) can be deemed information provided pursuant to Act No. 106/1999 Coll., on Freedom of Access to Information, as amended and Act No. 340/2015 Coll., on Register of Contracts. If the Organisation is required to disclose any text of this Agreement pursuant to such Act, to the extent it is legally permitted to do so, the Organisation will give to Syngenta as much notice of such disclosure as possible to enable Syngenta to seek such measures as it thinks appropriate to protect the confidentiality of such information and will take into account the reasonable requests of Syngenta in relation to the content of such disclosure.
	3. Syngenta is aware and agrees with the fact that the Organisation is a body bound by the duty of financial control, in accordance with Art.2, Letter e) of the Act No. 320/2001 Coll., as amended. The Organisation warrants that such Act allows Government scrutiny and audit of the Organisation’s accounting activities and, as such, imposes no specific obligations on Syngenta.

**THE PARTIES HAVE SHOWN THEIR ACCEPTANCE OF THE TERMS OF THIS AGREEMENT BY EXECUTING IT ON THE DATES SET OUT BELOW:**

|  |  |
| --- | --- |
| **SIGNED** for and on behalf of **Syngenta Limited** | **SIGNED** for and on behalf of  **Czech University of Life Sciences Prague**  |
| Signature:……………………………………(Authorised Signatory)Name:…………………………………………Title:……………………………………………Date:…………………………………………… | Signature:………………………………………(Authorised Signatory)Name: Ing. Jana VohralíkováTitle: University BursarDate:  |