



Došlo na právní oddělení ČZU dne:

09. 09. 2021



PO 6B6/2021

**Delta 2 Programme**

## **The Cooperation Agreement**

(hereinafter the "Agreement")

between:

**1. Bio Vavřinec a Kosař, s.r.o.**

Address: Jaromírova 146/59, 128 00 Prague 2, Czech Republic

IČO: 06042813

DIČ: CZ06042813

represented by Alžběta Kosařová, managing director

(hereinafter the "Principal Investigator")

and

**2. Česká zemědělská univerzita v Praze** (hereinafter the "CZU")

Address: Kamýcká 129, 165 00 Prague – Suchbát, Czech Republic

IČO: 60460709

DIČ: CZ60460709

represented by prof. Ing. Petr Sklenička, CSc., rector

**3. School of Biotechnology and Food Technology, Hanoi University of Science and Technology** (hereinafter the "HUST")

Address: 202-C4 building, No 1 Dai Co Viet street, Hanoi, Vietnam

VAT: 0101800757-005

represented by Assoc. Prof. Chu Ky Son, Dean

**4. Ba Vi milk jsc.** (hereinafter the "Ba Vi milk")

Address: Hoa Trung, Van Hoa, Ba Vi, Hanoi

VAT: 0500550837

represented by Mr. Le Hoang Vinh, Director

(CZU, HUST and Ba Vi milk hereinafter, jointly or individually, referred to as the "Project Partners" or the "Project Partner")

(all abovementioned hereinafter, jointly or individually, referred to as "Parties" or "Party")

relating to the supported Project no. TM02000062 entitled Development of healthy products based on fresh cheeses adapted for the market in Vietnam and the Czech Republic, in short VIET-CHEESE (hereinafter the "Project")

It is hereby agreed as follows:



Each Party undertakes to take part in the efficient implementation of the Project, and to cooperate, perform and fulfill, promptly and on time, all of its obligations under the Project Contract and this Agreement as may be reasonably required from it and in a manner of good faith.

Each Party undertakes to notify promptly, in accordance with the governance structure of the Project, any significant information, fact, problem or delay likely to affect the Project.

Each Party shall promptly provide all information reasonably required by the Principal Investigator or the Project Partners to carry out its tasks.

Each Party shall take reasonable measures to ensure the accuracy of any information or materials it supplies to the other Parties.

The overview of agreed project aims with the corresponding time schedule and objectives is defined in the chapter one

## Chapter one

### Project aims/objectives

The aim of the Project is cooperation between the Vietnamese and the Czech partner in the development of dairy products attractive to consumers in Vietnam as well as in the Czech Republic. The Project will develop dairy products from cow's milk based on fresh cheese, where the part of the milk fat will be replaced by vegetable oil with a high content of essential polyunsaturated fatty acids and where the part of the milk protein will be replaced by vegetable proteins. It will also target the use of whey as a by-product in cheese production. Fermented whey beverages and beverages with a mixture of whey, fruit juices and milk will be prepared from the cheese whey. Attention will also be paid to the preparation of products for people suffering from lactose intolerance, of which there are more in Asian countries than in Europe. The innovated products will first be prepared on a laboratory scale, their nutritional and sensory properties will be analysed, and then the technology will be implemented and tested by Parties on an industrial scale in the Czech Republic and Vietnam.

### Description of research activities

#### ACTIVITY 1: Market research and concept testing

Duration: 07/2021 - 12/2021

Involved Parties: HUST and CZU

Activity (work package) leader: HUST, contributor: CZU

Activity general description: This activity will be conducted in order to understand deeply the potential markets and insights from targeted consumers. The output of this activity helps shape the marketing and formulation strategy.



### 1.1. Market research:

This work will collect market information about relating products that already exist in the Czech market. Following information needs to be collected: brand, product type, ingredient... This information will serve as the primary direction for formulation.

### 1.2. Consumer research:

- Understanding Vietnamese and/or Czech consumers' awareness about health benefits of the developing products: lactose intolerance, benefits from plant-based products, why drinks as functional and healthy food.
- Evaluating if the concept of the products to be developed within the project will be accepted by targeted consumer in both countries.
- Evaluating targeted consumers preference (children and adult consumers from Czech and Vietnam) toward existing products collected from Czech and Vietnamese market.

### ACTIVITY 2: Research on assessment, preservation method and pre-treatment of raw milk suitable for cheese making

Duration: 07/2021 - 12/2021

Involved Parties: HUST and CZU

Activity (work package) leader: HUST, contributor: CZU

Description: HUST will collect the data about the composition of the raw cow milk available from Vietnamese farmers. The attention will be focussed on the raw milk properties, effect of storage condition and pre-treatment on the coagulation ability of casein. In detail, the following activities will be carried out:

#### 2.1. Assessment the raw milk properties in Vietnam and Czech according to CODEX and TCVN 7405:2018

- 2.1.1. Sensory assessment and Physical and chemical index: total solid content, fat content, protein content, density at 20 °C, g/ml, acidity, freezing point: color, appearance, smell, foreign visible matter
- 2.1.2. Microbiological and food safety index: heavy metal content, pesticide residues; veterinary drug residues, somatic cells, microbiological criteria
- 2.1.3. Coagulation ability of fresh milk by rennin

#### 2.2. Effect of pre-treatment on the coagulation ability of casein for fresh cheese making

- 2.2.1 Effect of pasteurization of raw milk for cheese making
- 2.2.2 Effect of homogenization treatment of raw milk for cheese making
- 2.2.3 Effect of pre-fermentation treatment of raw milk for cheese making





The data will be compared with the composition of the raw milk available in the Czech Republic (main milk components, especially proteins (casein and whey proteins), fat and lactose). The aim of this activity is to make sure if the planned technology of fresh cheese processing designed by the Czech Parties will be easily transferable for Vietnamese producers or some modifications because different raw milk composition will be required.

### ACTIVITY 3: Research on the development of lactose-free soft fresh cheese

Duration: 12/2021 - 12/2022

Involved Parties: CZU + Czech dairy factory (Principal Investigator) and HUST + Vietnamese industrial partner (Ba Vi milk)

Activity (work package) leader: CZU, contributors: Principal Investigator, HUST, Ba Vi milk

Description: Lactose in milk for fresh cheese will be split to glucose and galactose using enzyme lactase. Fresh cheese preparation procedure will be first tested by CZU researchers under laboratory small scale and then by the Principal Investigator. This lactose-free fresh cheese will be prepared following the same technology at the HUST and then by a dairy factory in Vietnam. Effect of lactose degradation on the sensory quality of soft cheese (texture, flavour, overall pleasantness and acceptability) will be tested by both universities. The detailed description of activities is:

- 3.1. Lactose free fresh cheese preparation under laboratory scale (in Czech)
  - 3.1.1 Sensory assessment of lactose free fresh cheese
- 3.2 Lactose free fresh cheese preparation in pilot scale at in the Czech dairy factory of Principal Investigator (in Czech)
  - 3.2.1 Nutritional quality assessment of lactose free fresh cheese
  - 3.2.2 Sensory assessment of lactose free fresh cheese
- 3.3. Preparing the lactose free raw milk suitable for fresh cheese-making in Vietnam
  - 3.3.1 Industrial lactase selection suitable for lactose free fresh cheese making
  - 3.3.2 Effect of lactase application for the coagulation, curd yield and cheese product quality and optimization of lactose hydrolysis condition: lactase amount, pH, temperature, enzyme inactivation after hydrolysis
- 3.4 Lactose free fresh cheese preparation in laboratory scale (in Vietnam)
  - 3.4.1 Nutritional and texture analysis of free lactose fresh cheese in comparison with normal commercial product
  - 3.4.2 Sensory assessment of lactose free fresh cheese
- 3.5 Lactose-free Fresh cheese preparation in Vietnamese factory at 2000 liters raw milk/batch
- 3.6 Investigate the market acceptance for lactose-free fresh cheese products

The aim of this activity is the preparation of cheese suitable mainly for lactose intolerant consumers in Vietnam.



#### ACTIVITY 4: Research on the milk fat replacement by nut or seed oils on the development of soft cheese product

Duration: 12/2021 - 06/2023

Involved Parties: HUST + Vietnamese industrial partner (Ba Vi milk) and CZU + Czech dairy factory (Principal Investigator)

Activity (work package) leader: CZU, contributors: Principal Investigator, HUST, Ba Vi milk

Description: This activity will be focussed on increasing of essential polyunsaturated fatty acids content in fresh cheese analogue by the replacement of milk fat by some tropical nut or seeds oil (oil from cashew nut (*Anacardium occidentale*), sacha inchi (*Plukenetia volubilis*) or sesame seed (*Sesamum indicum*) for the sharply increasing of market demand of cheese products in Europe and Vietnamese. Expecting the effect of increased PUFAs content on the quality of cheese analogue (microstructure, textural and other sensory characteristics) and acceptability of newly developed cheese analogues will be examined by both universities via the following activities:

- 4.1. Effect of nut oil replacement on coagulation, curd yield and gel rheological properties
- 4.2. Production of nut oil replacement fresh cheese-based product under laboratory scale (at CZU and HUST) and assessment of its nutritional and sensory quality
- 4.3. Production of nut oil replacement fresh cheese-based product in pilot scale 200 liters/batch
- 4.4. Investigation of the market acceptance for nut oil replacement fresh cheese-based product

The objective of this activity is to prepare the innovative health beneficial dairy product.

#### ACTIVITY 5: Research on the addition of nut extracts on the milk protein coagulation and the properties of the final products

Duration: 07/2022 - 12/2023

Involved Parties: HUST + Vietnamese industrial partner (Ba Vi milk) and CZU + Czech dairy factory (Principal Investigator)

Activity (work package) leader: HUST, contributors: CZU, Principal Investigator, Ba Vi milk

Description: Because of the growing number of consumers looking for plant extracts instead of milk, this activity will focus on the possibility of partially replacing milk protein in fresh cheese with plant protein. The addition of nut extracts from almonds, cashew etc.) to the milk before the protein coagulation and the properties of the final fresh cheese analogue product will be tested (microstructure, texture other and sensory characteristics). In detail, the following activities will be carried out:



5.1. Effect of nut extracts addition on coagulation and gel rheological properties of fresh cheese

5.1.1 Effect of nut extract concentration on milk coagulation

5.1.2 Effect of nut extract addition on curd yield

5.1.3 Effect of nut extract addition on gel rheological properties

5.1.4 Effect of nut extract addition on sensory quality of fresh cheese

5.2. Production of fresh cheese-based product with nut extract in laboratory scale

5.2.1 Producing fresh cheese-based product with nut extract at laboratory scale

5.2.2 Assessment of fresh cheese-based product nutritional and sensory quality

5.3. Production of fresh cheese-based product with nut extract in pilot scale 200 liters/batch

5.4. Investigation of the market acceptance for the innovative fresh cheese-based products with nut extract

The objective of this activity is to prepare the innovative dairy product containing biologically active substances from plant extracts.

ACTIVITY 6: Fortification of nuts or fruit/fruit concentrate in processed cheese spread enrichment with nut and fruit from free-lactose fresh cheese and import cheese powder

Duration: 07/2022 - 12/2023

Involved Parties: HUST + Vietnamese industrial partner (Ba Vi milk)

Activity (work package) leader: HUST, contributor: Ba Vi milk

Description: The activity will be focussed on the possibility to produce a new type of processed cheese product fortified with tropical nuts or fruit attractive for consumers in Vietnam and Europe. Because the domestic production of fresh milk in Vietnam is limited to only 38 % of market demand, the production of spread cheese from imported whey powder from Europe should be designed for proactive in production and bring benefits for both countries. Thus, besides producing the spread cheese using the obtained free-lactose fresh cheese, the Europe imported cheese powder will also be used. The technology will be based either on soft cheese material or on dairy powder components exported from the Czech Republic to Vietnam. The following activities will be carried out:

6.1. Optimization the spread cheese formula from fresh cheese and cheese powder

6.2. Production of spread cheese from fresh cheese powder in lab scale

6.3. The effect of packaging type and storage temperature on the characteristics of cheese spread

6.4. Production of spread lactose free cheese from fresh cheese and cheese powder in pilot scale

6.5. Investigate the market acceptance for the spread cheese products

ACTIVITY 7: Valorisation of whey from soft cheese production: development of lactose-free whey drinks, whey-based fruit drinks, fermented whey drinks or whey drinks for sportsmen

Duration: 07/2023 - 05/2024





Involved Parties: CZU + Czech dairy factory (Principal Investigator) and HUST + Vietnamese industrial partner (Ba Vi milk)

Activity (work package) leader: CZU, contributors: Principal Investigator, HUST, Ba Vi milk

Description: Liquid whey as a by-product from cheesemaking will be used for whey drinks preparation. Sensory acceptance of new whey drinks formulas will be first tested on the laboratory scale and selected technologies will be transferred to the large industrial scale.

7.1 Formula the whey drinks from the product design

7.2 Technical solutions for the stability of whey drink products (stabilization, homogenization, heat treatment, and packaging)

7.3 Production of innovative whey drink at pilot scale in the Czech Republic and Vietnam

7.4 Production of innovation whey drink at factory scale in Vietnam and in the Czech Republic

7.5 Investigate the market acceptance for the whey drink products

The aim of this activity is the whey valorisation as well expanding the offer of whey drinks on the Czech and Vietnamese markets.

#### ACTIVITY 8: - Parties collaboration, staff exchange, internship, training and workshop

Duration: 07/2021 - 06/2023

Involved Parties: HUST + Vietnamese industrial partner (Ba Vi milk) and CZU + Czech dairy factory (Principal Investigator)

Activity (work package) leader: HUST, contributors: CZU, Principal Investigator, Ba Vi milk

Description: Close collaboration of all Parties involved in the Project is expected and will be supported by researchers, lecturers and PhD, master and engineer students from both sides. These activities will also include the Project meeting organised via telco or via personal visits of Vietnamese Parties in the Czech Republic or vice versa as well as to organise workshop and symposium to exchange expertise and to share experience and to disseminate the results of the Project. The Project will allow to all Parties to organise some internship and training to each other for respective researchers, lecturers. The aim of this activity is to make the Project run effectively and support the achievements of all Project outputs.

#### **Expected outcomes (by each Party)**



The output of the Project on the Czech side will be two certified methodologies. One will focus on the technology of production of an innovative dairy product based on fresh cheese and the other will be focused on the technology of a new whey-based drink. Both technologies will be tested first in the CZU laboratory conditions and then on a larger scale in the Czech dairy factory (Principal Investigator). These technologies will then be passed on to Vietnamese Parties, who will first test them in a pilot plant at the HUST, and then on an industrial scale in a Vietnamese dairy factory (Ba Vi milk). Based on the new technologies the data and information for the utility model will be collected.

Other outputs will be at least two prepared manuscripts of scientific articles focused on cheese and whey products preferred by consumers in Vietnam and in the Czech Republic as well as papers in journals for general public and conference proceedings.

An integral part of the Project will be the strengthening of bilateral cooperation between the two countries in the field of science, research and dairy technologies. Exchange visits of Parties, student internships and training activities are also planned.

No.	Czech side	Vietnamese side
1	Publication outputs	
	- manuscripts ready for IF journal: 02 - papers in journals for general public and conference proceedings: 02	- ISI/Scopus paper accepted: 01 - domestic papers/conference proceedings: 04
2	Czech-Vietnam joint-symposium or workshop on dairy products	
	01	01
3	Exchange staff (kick-off meeting, operational meeting, training etc.)	
	08 persons in total	07 persons in total



4	Processing technology - Application results	
	Certified methodology: 02 - Innovated dairy product based on fresh cheese - New whey-based drink	Certified methodology: 03 - Milk fat replacement fresh cheese - Fresh cheese with nut extract - Lactose-free spread cheese
5	Products	
	- 20 kg lactose-free fresh cheese; - 20 kg milk fat replacement fresh cheese; - 20 kg nut extract addition fresh cheese; - 10 kg whey drink	- 200 kg lactose-free fresh cheese; - 60 kg milk fat replacement fresh cheese; - 60 kg nut extract addition fresh cheese; - 100 kg spread cheese with nut and dry fruit; - 100 kg whey drink
6	Students involvement	
	MSc.: 02 Ph.D.: 01 Internship: 01	MSc.: 04 Engineer: 05 Internship: 0

1. Roles of each Lead Party and Participating Party in both sides  
 [A tabular form what activities each Party intend to perform.]

Task no	Task Name	Description	Results
1.1	Market research (task leader: HUST, contributor: CZU)	Collecting market information about relating products that already exist on the Vietnamese and the Czech market	Market report on healthy and plant-based soft fresh cheese and whey drinks and Report on marketing strategy and sensory requirements for products

1.2	Consumer research (task leader: HUST, contributor: CZU)	Collecting information about consumers behavior in Vietnam and the Czech Republic	Report on Vietnamese consumers' belief and attitude toward new product concepts and Report on Vietnamese and Czech consumers preference for existing products
2.1	Raw milk quality in Vietnam (task leader: HUST, contributor: Ba Vi milk)	Evaluation of the raw milk quality in Vietnam according to TCVN 7405:2018	Report on the raw milk in Vietnam composition
2.2	Comparison of raw milk quality in Vietnam and Czech. Rep. (task leader: CZU, contributor: HUST)	Data from task 2.1 will be compared with the data from the Czech Republic	Scientific report on the differences between raw cow milk in Vietnam and Czech. Rep.
3.1	Lactose-free fresh cheese for Vietnamese consumers (task leader: CZU, contributor: Principal Investigator)	Enzyme lactase will be applied prior to the rennet during the cheese making. The procedure will be tested on the laboratory scale and then on the large industrial scale.	Technology of lactose-free fresh cheese production
3.2	Lactose-free fresh cheese production in Vietnam (task leader: HUST, contributor: Ba Vi milk)	Lactose free fresh cheese will be prepared at the university and then on industrial scale	Implementation of the technology and production of lactose-free fresh cheese
3.3	Comparison of sensory quality of lactose-free cheese (task leader: HUST, contributor: CZU)	Sensory analysis of lactose-free cheese will be carried out by CZU and HUST. The data will be compared.	Data for the scientific paper comparing taste preferences of Vietnamese and Czech assessors.
4.1	Fresh cheese based dairy product with vegetable oil (task leader: CZU,	Milk fat will be partly replaced with vegetable oil and then the fresh cheese-based product	Technology of fresh cheese based dairy products with increased PUFAs.

	contributor: Principal Investigator)	will be made. The procedure will be tested on the laboratory scale and then on ipilotscale.	
4.2	Production of fresh cheese based dairy product with vegetable oil in Vietnam (task leader: HUST)	Technology of fresh cheese-based product will be tested at the university and then on the pilot scale.	Implementation of the technology and production of fresh cheese based dairy product with increased PUFAs.
4.3	Comparison of sensory quality of fresh cheese based dairy product with increased PUFAs. (task leader: HUST, contributor: CZU)	Sensory analysis of fresh cheese based dairy product with increased PUFAs will be carried out by CZU and HUST. The data will be compared.	Data for the scientific paper comparing taste preferences of Vietnamese and Czech assessors.
5.1	Fresh cheese based dairy product with plant proteins (task leader: HUST, contributor: Ba Vi milk)	Milk will be partly added with plant proteins and then the fresh cheese product will be made. The procedure will be tested on the laboratory scale and then on the pilot scale.	Technology of fresh cheese based dairy product with plant proteins.
5.2	Production of fresh cheese based dairy product with plant proteins in the Czech Republic (task leader: CZU, contributor: Principal Investigator)	The addition of plant proteins to the milk before the protein coagulation and the properties of the final fresh cheese analogue product will be tested on the laboratory scale and then on a large industrial scale.	Implementation of the technology and production of fresh cheese based dairy product with plant proteins.
5.3	Comparison of sensory quality of fresh cheese based dairy product with plant proteins (task	Sensory analysis of fresh cheese based dairy product with plant proteins will be carried out by CZU and HUST.	Data for the scientific paper comparing taste preferences of Vietnamese and Czech assessors.



	leader: HUST, contributor: CZU)	The data will be compared.	
6.1	Fortified processed cheese spread (task leader: HUST, contributor: Ba Vi milk)	Innovative processed cheese will be produced at HUST and then on pilot scale.	Technology of fortified processed cheese spread.
7.1	Innovative whey drinks (task leader: CZU, contributor: Principal Investigator)	Whey based drinks formulas will be tested on the laboratory scale and then on an industrial scale.	Technology of whey-based drinks.
7.2	Production of whey-based drinks in Vietnam (task leader: HUST, contributor: Ba Vi milk)	Whey-based drinks new technology will be first tested at HUST and then transferred into industrial scale.	Implementation of the technology and production of whey-based drinks.
7.3	Comparison of sensory quality of whey-based drinks (task leader: HUST, contributor: CZU)	Sensory analysis of new whey-based drinks will be carried out by CZU and HUST. The data will be compared.	Data for the scientific paper comparing taste preferences of Vietnamese and Czech assessors.
8.1	Parties' collaboration and exchange activities (task leader: HUST, contributors: CZU, Principal Investigator, Ba Vi milk)	Strengthening of bilateral cooperation between the two countries in the field of science, research and dairy technologies.	Staff and students exchange and training.



## Chapter two: Implementation of results

### Implementation of results in Vietnam

Vietnamese population reached 95.6 million in 2018 and the value of the Food and Beverage market was estimated at around 60€ billion in the same year (Euromonitor International: Economies and Consumers, 2020). However, the market for cheese is currently relatively small at only 69€ million, but it also grew at an impressive 12.5% per year over the period 2013-18 and is forecast to grow at 8% per year going forward. Demand for high value dairy products increases sharply, thanks to Vietnam's largely young population and a growing number of middle-class urbanities. Thus, innovative dairy products will attract Vietnamese people, especially the youth. We intend to transfer the innovative dairy product technology to **small and medium dairy enterprises** in Vietnam (i.e. Ba Vi Milk, Hanoi Milk jsc.).

### Implementation of results in the Czech Republic

According to the Czech Statistical Office, there are about 62,000 citizens of Vietnamese nationality living in the Czech Republic, which is 0.6% of the total population. Innovative dairy products could therefore be not only interesting for the market in Vietnam, but also for consumers in the Czech Republic. The main researcher intends to include innovative products in his production program and expects that the share of sales using the results of the Project will be about 10% of total sales.

## Chapter three: Distribution of IP rights

Each Party remains the sole owner of its Background. Document regarding Pre-existing knowledge will be provided before arrangement of the grant agreement.

### 3.1 Ownership of results

The main Project outputs will be in a form of a certified methodology protected as a know-how. The ownership results shall be the property of the Party carrying out the work generating that result. Where several Parties have jointly generated results and where it is not possible to (i) establish their respective contribution, or (ii) separate them for the purpose of applying for, obtaining or maintaining the protection on said results, said Parties shall have joint ownership of such result at equal share. In case of joint ownership of results, the joint owners may establish a separate joint ownership agreement regarding the allocation and terms of exercising the Intellectual Property Rights, protecting any invention, sharing of the related costs and exploiting such jointly owned results on a case by case basis.

Unless otherwise agreed in the joint ownership agreement mentioned above and excluding any Open Source Result:



- each of the joint owners shall be entitled to use their jointly owned results for non-commercial research activities on a royalty-free basis, and without requiring the prior consent of the other joint owner(s), and
- each of the joint owners shall be entitled to grant non-exclusive licenses to third parties, without any right to sub-license, subject to at least forty-five (45) days prior notice to be given to the other joint owner(s). Following such notice, the other joint owners may decide or not upon a fair and reasonable compensation.

### 3.2 Transfer of results

Each Party may transfer ownership of its own proprietary results but is obliged to explicitly express to the third-party information about the grant agreement.

3.2.1 The transferring Party shall, however, notify the other Parties of such transfer and shall ensure that the rights of the other Parties will not be affected by such transfer.

3.2.2 The obligations above apply only for as long as other Parties still have – or still may request – Access Rights to the results

## Chapter four: Liability towards each other

### 4.1 No warranties

In respect of any information or materials (incl. results and Background) supplied by one Party to another under the Project, no warranty or representation of any kind is made, given or implied as to the sufficiency or fitness for purpose nor as to the absence of any infringement of any proprietary rights of third parties.

Therefore,

- the recipient Party shall in all cases be entirely and solely liable for the use to which it puts such information and materials, and
- no Party granting Access Rights shall be liable in case of infringement of proprietary rights of a third party resulting from any other Party exercising its Access Rights.

However, each Party shall promptly inform the other Party/ies of any claims of third parties that come to their knowledge.

### 4.2 Damage caused to third parties

Each Party shall be solely liable for any loss, damage or injury to third parties resulting from the performance of the said Party's obligations by it or on its behalf under this Agreement or from its use of results or Background.

### 4.3 Force Majeure





No Party shall be considered to be in breach of this Agreement if such breach is caused by Force Majeure. Each Party will notify the Principal Investigator of any Force Majeure without undue delay. If the consequences of Force Majeure for the Project are not overcome within 6 weeks after such notification, the transfer of tasks - if any - shall be decided by the approval of the majority of members and the Programme Operator will be informed in due time.

## Chapter five: Non-disclosure of information

5.1 All information in whatever form or mode of transmission, which is disclosed by a Party (the "Disclosing Party") to any other Party (the "Recipient") in connection with the Project during its implementation and which has been explicitly marked as "confidential", or when disclosed orally, has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 days from oral disclosure at the latest as confidential information by the Disclosing Party, is "Confidential Information".

5.2 The Recipient hereby undertakes in addition and without prejudice to any commitment of non-disclosure under the Project Contract, for a period of 5 years after the end of the Project:

- not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- not to disclose Confidential Information to any third party without the prior written consent by the Disclosing Party;
- to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and
- to return to the Disclosing Party on demand all Confidential Information which has been supplied to or acquired by the Recipient including all copies thereof and to delete all information stored in a machine readable form. If needed for the recording of ongoing obligations, the Recipient may however request to keep a copy for archival purposes only.

5.3 The Recipient shall be responsible for the fulfillment of the above obligations on the part of their employees or third parties involved in the Project and shall ensure that they remain so obliged, as far as legally possible, during and after the end of the Project and/or after the termination of the contractual relationship with the employee or third party.

5.4 The above shall not apply for disclosure or use of Confidential Information, if and in so far as the Recipient can show that:

- the Confidential Information becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;
- the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
- the Confidential Information is communicated to the Recipient without any obligation of confidence by a third party who is in lawful possession thereof and under no obligation of confidence to the Disclosing Party;



- the disclosure or communication of the Confidential Information is foreseen by provisions of the Project Contract;
- the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party;
- the Confidential Information was already known to the Recipient prior to disclosure; or
- the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, subject to the provision Art. 5.7 hereunder.

5.5 The Recipient shall apply the same degree of care with regard to the Confidential Information disclosed within the scope of the Project as with its own confidential and/or proprietary information, but in no case less than reasonable care.

5.6 Each Party shall promptly advise the other Party in writing of any unauthorised disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.

5.7 If any Party becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure

- notify the Disclosing Party, and
- comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the Confidential Information.

5.8 The confidentiality obligations under this Agreement and the Project Contract shall not prevent the communication of Confidential Information to the Programme Operator.

### **Chapter six: Auditing**

Each Party shall provide auditing reports in accordance with rules and requirements stipulated in the Guideline for Research Programmes.

### **Chapter seven: Language**

The Agreement is drawn up in English, which language shall govern all documents, notices, meetings, arbitral proceedings and processes relative thereto.

### **Chapter eight: Settlement of disputes**

The Parties shall endeavor to settle their disputes amicably.

All disputes arising out of or in connection with this Agreement, which cannot be solved amicably, as well as validity of this Agreement and the rights and obligations of the Parties, shall be governed



by Czech law. The competent court for the settlement of disputes shall be the general court of Principal Investigator.

## **Chapter nine: Miscellaneous**

### **10.1 Ethical Standards**

Each Party is committed to maintain the highest ethical standards in its work for the Project. Each of the Parties shall ensure that all of its employees, board members and sub-contractors undertake the same commitment.

### **10.2 Conflicts of Interest**

Each of the Parties shall avoid conflicts of interest in its contact with organisations and/or persons performing tasks associated with the Project.

### **10.3 Anti-corruption**

Each of the Parties shall carry out the Project in a manner designed to counter any corruption, misappropriation of funding and improprieties. The Parties shall, without undue delay, inform the Principal Investigator if there are indications of corruption and misappropriation of funding of which the Party becomes aware during the implementation of the Project. Furthermore, the Parties agree, in the performance of the activities under this Agreement, not to accept or offer any form of gift, offer, payment or other type of advantage that entails unlawful or corrupt practice.

10.4 The Parties unreservedly agree with the publication of the full text of this Agreement so that this Agreement can be the subject of the information provided pursuant to Act No. 106/1999 Coll., on Freedom Access to Information, as amended and Act No. 340/2015 Coll., on Special Conditions for the Effectiveness of Certain Contracts, Publication of Such Contracts and on the Register of Contracts (Act on the Register of Contracts), as amended.





### Chapter ten: Signatures

AS WITNESS:

The Parties signed the Cooperation Agreement on separate pages by the authorized representatives on the bellow day and year.

#### Bio Vavřinec a Kosář, s.r.o.

Signature(s)

Name(s) Alžběta Kosářová managing director

Date

9.9.2021

**Bio Vavřinec a Kosář, s.r.o.**  
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#### Česká zemědělská univerzita v Praze

Signature(s)

Name(s) prof. Ing. Petr Sklenička, CSc., rector

Date

06-09-2021

#### School of Biotechnology and Food Technology, Hanoi University of Science and Technology

Signature(s)

Name(s) Assoc. Prof. Chu Ky Son, Dean

Date

9/8/2021

#### Ba Vi milk jsc.

Signature(s)

Name(s) Mr. Le Hoang Vinh, Director

Date

10/8/2021

