



Agreement on Cooperation

Made pursuant to Section 1746 (2) of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter only the “Civil Code”), on the below indicated day, month and year, by and between the following Parties:

Palacký University Olomouc

Public university, whose existence is governed by Act No. 111/1998 Coll., on Universities and on the Amendment and Modification of Other Acts (Higher Education Act), as amended
Id No.: 61989592

Tax No.: CZ61989592

With its seat at Křížkovského 511/8, 771 47 Olomouc, Czech Republic

Represented by prof. MUDr. Martin Procházka, Ph.D., the Rector

Contact person: [REDACTED]

and

VSB – Technical University of Ostrava

Public university, whose existence is governed by Act No. 111/1998 Coll., on Universities and on the Amendment and Modification of Other Acts (Higher Education Act), as amended
Id No.: 61989100

Tax No.: CZ61989100

With its seat at 17. listopadu 15/2172, 708 33 Ostrava – Poruba, Czech Republic

Represented by prof. RNDr. Václav Snášel, CSc., the Rector

Contact person: [REDACTED]

As the **Beneficiaries** on the one part,

and

Tel Aviv University

Id. No.: 512867748

With its seat at Haim Lebanon Street, Ramat Aviv, Tel Aviv, Israel 6997801

Represented by Prof. Mark Shtauf, the University Rector

Contact person: [REDACTED]

As the **Strategic Foreign Cooperating Entity** on the other part,

Jointly also referred to as the “Parties”

I.

Subject and Purpose of Agreement



1. This Agreement regulates legal obligation between the Parties, and it lays down their tasks and responsibilities, as well as the rights and obligations of the Parties in connection with the implementation of the Project specified in Paragraph 2 of this Article hereof.
2. The purpose of this Agreement is to agree on mutual international cooperation of the Parties during implementation of a project titled "Bioinformatics and computational biology" [in Czech "Bioinformatika a výpočetní biologie"] (hereinafter only the "Project") established in the frame of the Operational Programme Research, Development and Education (CZ.02.2.69/0.0/0.0/16_018/0002296) between Palacky University Olomouc and VSB - Technical University of Ostrava.
3. During the implementation of the Project the Parties are obliged to abide by the rules specified in this Agreement.

II.

Rights and Obligations of Parties

1. The Parties have agreed that they shall participate in the implementation of the Project as follows:
 - a) As part of the Project the Beneficiaries shall carry out the following activities:
 - As part of the Project the Beneficiaries shall organise study visits abroad for doctoral students of PhD programme "Bioinformatics and computational biology" to the workplace of the Strategic Foreign Cooperating Entity so that they can consult local experts,
 - As part of the Project the Beneficiaries shall organise work visits abroad for their academic research workers to the workplace of the Strategic Foreign Cooperating Entity so that they can consult local experts,
 - The Beneficiaries shall invite the employees of the Strategic Foreign Cooperating Entity to lectures, workshops and conferences,
 - As part of the Project the Beneficiaries shall invite the employees of the Strategic Foreign Cooperating Entity to participate on research, education and as co-authors in preparation of team publications,
 - As part of the Project the Beneficiaries shall enhance and promote the international nature of the study programmes with participation of visiting teachers and foreign students, preparation of joint activities, such as summer schools, specialised workshops and academic research projects.
 - b) As part of the Project the Strategic Foreign Cooperating Entity shall carry out the following activities:
 - The employees of the Strategic Foreign Cooperating Entity shall provide consultations to doctoral students of "Bioinformatics and computational biology" during their study visits abroad to the workplace of the Strategic Foreign Cooperating Entity,
 - The employees of the Strategic Foreign Cooperating Entity shall provide consultations to academic research workers during their work visits abroad to the workplace of Strategic Foreign Cooperating Entity,
 - The employees of the Strategic Foreign Cooperating Entity shall participate in lectures, workshops and conferences,
 - The employees of the Strategic Foreign Cooperating Entity shall participate on research, education and as co-authors in preparation of team publications.



2. The Parties undertake to make every effort, as may be reasonably required by the other Party, to attain the goals of the Project.
3. The Parties agree to inform each other upon written notice of any facts that may have an impact on the execution of this Agreement as well as of any facts connected with the Project.

III. Project Financing

1. It is the common understanding between the Parties that the project will be partly financed from the funds that the Beneficiary will obtain in a form of financial support based on a legal act on the provision of financial support from the Operational Programme Research, Development and Education.
2. It is the common understanding between the Parties that the Strategic Foreign Cooperating Entity will not financially contribute to the implementation of the Project (a partner without financial contribution). The Strategic Foreign Cooperating Entity will carry out the activities listed in Article II (1) (b) hereof without the possibility to claim any incurred costs against the Beneficiary.

IV. Term of Agreement

1. This Agreement is made for a definite period of time which corresponds to the period of implementation of the Project. It is expected that the Project will be implemented from January 2019 to June 2023.
2. Should the timing of the Project's implementation (i.e. and thus the term of this Agreement) change, the Beneficiaries agree to immediately inform the Strategic Foreign Cooperating Entity of this fact. A Prolongation to this Agreement must be by mutual consent and approved in writing.
3. This Agreement comes into force and becomes effective upon its execution by both the Parties. The Parties have agreed on a condition subsequent to this Agreement as specified below.

V. Intellectual property rights

1. Each partner shall remain the owner of any intellectual property rights held prior to the beginning of the co-operation.
2. The host university will remain the owner of any intellectual property provided to the visiting students/faculty member for use in the exchange program.
3. Ownership of intellectual property in the results of the research performed by the visiting students/faculty member at the home university following his period of study or research at the host university will be determined in accordance with the policy and



regulations of the home university, provided, however, that if such research relates directly to an invention or discovery that was first made or discovered in the course of research performed by the visiting students/faculty member at the host university, then the results shall be jointly owned in equal shares by the host university and the home university, and the host university and the home university shall negotiate in good faith and enter into an agreement regarding the use and commercialization of such results.

4. The host university will own any intellectual property rights resulting from the visiting students/faculty member member's research during his period of study or research at the host university, provided, however, that if such research relates directly to an invention or discovery that was first made or discovered in the course of research performed at the home university prior to the exchange program, then the results shall be jointly owned in equal shares by the host university and the home university, and the host university and the home university shall negotiate in good faith and enter into an agreement regarding the use and commercialization of such results.

VI. Liability

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

VII. Insurance

Visiting students and faculty members who arrive under terms of the agreement must be equipped with full medical insurance/travel insurance that includes medical cover in the event of accidents or any other event that requires medical attention. Such insurance must be arranged and paid for by the students/faculty members and suited to their medical needs for the whole duration of their stay at the hosting institution, commencing from their departure from their home country until their subsequent return.

Each party shall maintain its own insurance in amounts deemed appropriate for its operation. Such insurance shall provide coverage for negligent acts and omissions, and shall provide protection against bodily injury or property damage claims of the visiting students, faculty members, and staff, according to the local law of Tort. The policy of Tel Aviv University is subject to the laws of Israel and within the territorial limits of Israel. The policy of Palacký University Olomouc and VSB - Technical University of Ostrava is subject to the laws of Czech Republic and within the territorial limits of Czech Republic.

VIII. Final Provisions



1. This Agreement may be modified only based on an agreement of the Parties and in a form of written and consecutively numbered amendments executed by both the Parties.
2. Any relations of the Parties that are not explicitly laid down in this Agreement shall be governed by the Civil Code and other generally binding legal rules of the Czech Republic for visitors in Czech Republic and generally binding legal rules of Israel for visitors in Israel, respectively.
3. This Agreement has been drawn in English in six original counterparts where each Party shall obtain two counterparts.
4. The Parties declare that this Agreement is an expression of their free and true will and that they have properly read the Agreement, they understand its content and agree with it, in witness whereof they affix their respective signatures.

In Olomouc on 18-05-2023

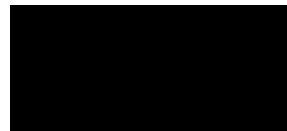
Beneficiary:



.....
prof. MUDr. Martin Procházka, Ph.D.
Rector

In on.....

Strategic Foreign Cooperating Entity:



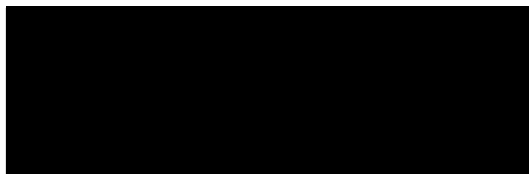
Prof. Mark Shtaif
Rector

02/05/2023

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Prof. Mark Shtaif
Rector

In Ostrava on 10.05.2023

Beneficiary:



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prof. RNDr. Václav Snášel, CSc.
Rector