



Partnership Agreement without financial contribution

concluded pursuant to Section 1746(2) of Act No. 89/2012 Coll., the Civil Code

Article I Contracting Parties

VSB - Technical University of Ostrava

with registered office 17. listopadu 2172/15, 708 00 Ostrava-Poruba, Czech Republic

represented by prof. RNDr. Václav Snášel, CSc., rector

ID: 61989100

Bank account: 100954151/0300

(hereinafter referred to as „the beneficiary“)

and

University of Natural Resources and Life Sciences Vienna

with registered office Gregor-Mendel-Straße 33, 1180 Vienna, Austria

represented by Univ.Prof. Dr. Chris Oostenbrink (Head of Department of Material Sciences and Process Engineering

ID: VAT Nr, ATU16285008

Bank account: IBAN: AT68 3200 0089 0050 0512, BIC: RLNWATWWXXX

(hereinafter referred to as „partner“)

have entered into this Partnership Agreement (the „agreement“) on the day, month and year set out below:

Article II Object and purpose of the agreement

1. The subject of this agreement is the regulation of the legal status of the beneficiary and its partner, their roles and responsibilities, as well as the regulation of their mutual rights and obligations in the implementation of the project under point 2 of this article of the agreement.
2. The purpose of this agreement is to regulate the mutual cooperation between the beneficiary and the partner, who jointly implement the project entitled **Waste as an alternative source of energy**, within the framework of the Operational Programme Johannes Amos Comenius, (hereinafter referred to as "P JAC").
3. The following partners are involved in the project: University of Ostrava, with a registered office at Dvořákova 7, 701 03 Ostrava, ID: 61988987; RPS Ostrava, a.s., with a registered office at Nákladní 3179/1, Moravská Ostrava, 702 00 Ostrava, ID: 25371738; BorsodChem MCHZ, s.r.o., with a registered office at Chemická 2039/1, Mariánské Hory, 709 00 Ostrava, ID: 26019388; BR Automotive a.s., with a registered office at Suderova 2080/12, Mariánské Hory, 709 00 Ostrava, ID



No.: 19657366; SMOLO, a.s., with a registered office at nám. Svobody 527, Lyžbice, 739 61 Třinec, ID: 04086406; Promont, a.s., with a registered office at Chemická 2122/3, Mariánské Hory, 709 00 Ostrava, ID No.: 00576638; Moravskoslezské Investice a Development, a.s., with a registered office at Na Jízdárně 1245/7, Moravská Ostrava, 702 00 Ostrava, ID No.: 47673168; Moravskoslezské inovační centrum Ostrava, a.s., with a registered office at Technologická 372/2, Pustkovec, 708 00 Ostrava, ID No.: 25379631; Ministry for Regional Development, with a registered office at Staroměstské náměstí 932/6, Staré Město, 110 00 Praha, ID No.: 66002222; Statutory City of Ostrava, with a registered office at Prokešovo náměstí 1803/8, Moravská Ostrava, 702 00 Ostrava, ID No: 00845451 and Universidade de Vigo, with a registered office at LG Campus Lagoas Marcosende, 36310 Vigo, Pontevedra, Spain, VAT:ESQ8650002B.

4. The relations between the beneficiary and its partner are governed by the principles of partnership, which are defined in the Rules for applicants and beneficiaries - general and specific part of the P JAC (hereinafter referred to as "Rules for applicants and beneficiaries") in the version specified in the legal act on the provision/transfer of support.
5. The beneficiary undertakes to publish this contract in the Register of Contracts pursuant to Act No. 340/2015 Coll., on the Register of Contracts, as amended, and to inform the partner of its publication.

Article III Rights and Obligations of the Parties

The parties agree to participate in the implementation of the project referred to in Article II, point 2 of this Agreement as follows:

1. The beneficiary will carry out the following activities:
 - *project management,*
 - *implementation of project activities and outputs in accordance with the project application,*
 - *research activities,*
 - *preparation and management of conferences, seminars and project team meetings,*
 - *preparation of the project proposal and its amendments and supplements,*
 - *keeping the partner informed,*
 - *ongoing evaluation of project activities,*
 - *evaluation of comments and assessment of project outputs,*
 - *publicity of the project,*
 - *discussing any changes and obligations with the partner,*
 - *preparation of implementation reports and submission of payment requests,*
 - *reporting on the economic use of the supported capacities,*
 - *approval and reimbursement of eligible partner expenses, etc.*
2. The partner will carry out the following activities:
 - *commenting on and evaluating project outputs,*
 - *support for research activities and cooperation in the implementation of project outputs,*

- *cooperation on the proposal of changes and additions to the project.*
3. The beneficiary and the partner undertake to take full responsibility for the implementation of the activities to be carried out under this contract.
 4. The partner is obliged to act in a way that does not jeopardize the implementation of the project and the interests of the beneficiary and other project partners listed in Article II of the agreement.
 5. The partner has the right to information concerning the project, the results achieved by the project and related documentation.
 6. The partner further undertakes:
 - during the implementation of the project, to provide assistance in fulfilling the project indicators listed in Annex 1 to this contract;
 - at the request of the beneficiary, provide the requested additional information related to the implementation of the project in writing without delay, within the deadline set by the beneficiary, this deadline must be sufficient for the processing of the request;
 - to properly keep all documents related to the implementation of the project in accordance with applicable Czech and EU legislation and the Rules for applicants and beneficiaries;
 - to comply with Czech and EU legislation and EU policies, in particular competition rules, applicable regulations governing public support, environmental protection principles and the promotion of equal opportunities throughout the implementation and sustainability of the project;
 - to publicise the project in accordance with the guidelines set out in the Rules for Applicants and Beneficiaries when carrying out activities under this agreement;
 - submit to the beneficiary at regular intervals or whenever the beneficiary requests it, supporting documents for project implementation reports, project information, or project sustainability reports in accordance with the Rules for applicants and beneficiaries;
 - to allow inspection of all documents relating to the activities carried out by the partner under the project, to allow continuous verification of the implementation of the activities to which the partner has committed itself under this agreement, and to provide assistance to all persons authorized to conduct inspections, including their representatives. These authorised persons include the Ministry of Education, Youth and Sports, the financial administration authorities, the Ministry of Finance, the Supreme Audit Office, the European Commission and the European Court of Auditors, and any other authorities or individuals authorised to carry out audits;
 - inform the beneficiary without delay of all inspections carried out as a result of participation in the project under Article II of the contract, of any proposed corrective measures resulting from these inspections and of their implementation;
 - inform the beneficiary without delay of any changes that have occurred in relation to the project or changes related to the activities that the beneficiary is carrying out under this contract.
 7. The partner is obliged to follow the beneficiary's instructions in all its activities for target groups which constitute small-scale ("de minimis") aid or public aid exempted under the relevant block exemption regulation and to ensure that only entities which meet the relevant conditions benefit from such aid and to provide sufficient documentation to the beneficiary to keep clear records of the aid granted.

8. The beneficiary undertakes to inform the partner of all relevant facts decisive for the fulfilment of its obligations under this agreement, in particular to provide the partner with the legal act on the granting/transfer of the aid including annexes and any decisions on the amendment of the legal act on the granting/transfer of the aid including annexes.

Article IV Financing of the project

1. The project under Article II of the contract will be financed from the funds to be provided to the beneficiary in the form of financial support on the basis of the legal act on the provision/transfer of support from the P JAC.
2. The partner without a financial contribution has no financial share in the project budget. The activities referred to in Article III shall be carried out by the partner without the beneficiary being entitled to reimbursement of the costs incurred.

Article V Liability for damages

1. The beneficiary shall be legally and financially responsible to the provider of the financial support for the correct and lawful use of the financial support granted to it under the legal act granting/transferring the support, including in the case of support used by a partner.
2. The partner shall be liable for damages for any damages caused to other participants of this agreement, as well as third parties, resulting from a breach of their obligations arising from this agreement and the provisions of generally binding legal regulations.
3. The partner shall not be liable for damage caused by the acts or omissions of the beneficiary or of another partner.

Article VI Other rights and obligations of the Parties

1. The parties shall refrain from taking any action that may prevent or hinder the achievement of the purpose of this agreement.
2. The parties are obliged to inform each other about the facts decisive for the performance of this agreement and the implementation of the project in accordance with the legal act on the granting/transfer of aid, without undue delay.
3. The parties are obliged to act ethically, fairly, transparently and in accordance with good morals during the project implementation.
4. The parties are obliged to address intellectual property rights, including the determination of the amount of any share in the results of the cooperation (where relevant) and other disposition (such as the implementation of the principles of open science or the handling of issues related to the commercialization of research results), in a manner that avoids the violation of public support rules.
5. The partner is obliged to notify the beneficiary within 5 days about the contact details of the person in charge of coordinating its work on the project under Article II of this contract.

6. The property supported by the P JAC shall be owned by the contracting party that paid for it, unless otherwise agreed by the contracting parties. A change of ownership is possible in the event of a situation as described in Article VII, points 2 and 3 of this agreement.

Article VII

Intellectual property, principles of open science

1. Management of Contributory Rights: contributory rights are those copyrights, industrial property rights and know-how which the parties have at the time of conclusion of this agreement or acquire later independently of the project and which are necessary for the project. For the avoidance of doubt, it shall be stated that the contributory rights shall remain vested in the contracting party which owns or exercises proprietary copyright over them. The parties may use the contributory rights owned by another party necessary for the project free of charge exclusively for the purposes of the project and only for the duration of the project. For other purposes, the contracting parties may use the Contributory Rights belonging to the other contracting party only on the basis of a prior written license agreement at normal market conditions. The above-mentioned use of the Contributory Rights is always subject to compliance with generally binding legal regulations, the terms and conditions of the P JAC and the project, as well as the existing contractual obligations of the contracting party granting the Contributory Rights for use.
2. For the purposes of this agreement, the project result is understood as the results under Section 2(2)(k) of Act No. 130/2002 Coll., the Act on Support for Research and Development, produced by the independent activity of the beneficiary or partner or by the joint cooperation of the beneficiary and partner in the project (hereinafter referred to as the "project result").
3. The parties agree that the industrial property (in particular technical solutions) arising from the performance of tasks within the framework of the project shall be the property of the party whose personnel created the industrial property. The parties shall notify each other of the creation of the subject-matter of the industrial property and the party which is the owner of such industrial property shall bear the costs of filing applications and conducting the relevant proceedings to obtain adequate industrial property protection.
4. If the industrial property is created by the collaboration of employees of several parties in the performance of tasks within the project, the industrial property shall be co-owned by the parties concerned, with the co-ownership shares to be determined according to the proportion of their participation in the project, taking into account the financial contributions of the parties, the work capacity expended, the degree of originator activity in its creation, etc. The parties shall assist each other in the preparation of applications for industrial property rights, including foreign applications. The parties shall share, in proportion to their respective ownership shares, the costs of filing applications, conducting the relevant proceedings and maintaining the protection granted/registered, unless otherwise agreed in writing in a particular case. For the avoidance of doubt, the parties stipulate that the partner shall not be entitled to a (co-)ownership interest in the industrial property created without a financial contribution to the project, provided that its employees are not involved in the creative creation of the industrial property/results of the project.
5. Each contracting party is obliged to ensure, without undue delay, the right of free disposal of the project result/object of industrial property so created in respect of its employees who have participated in the creation of the project result/object of industrial property or in respect of third parties who have participated in the creation of the results on the basis of a contractual relationship with the contracting party (hereinafter collectively referred to as "the originators"). The claim of the originator to remuneration for the creation of the project result

shall be at the expense of the respective contracting party asserting its claim to the result against the originator.

6. If, in accordance with the provisions of the contract, the rights to the subject of industrial property to be created during the implementation of the project belong to more than one party as co-owners, the co-owners shall decide unanimously on the use of these rights; none of the co-owners shall be entitled to use these rights without the consent of the other co-owners, unless the co-owners agree otherwise in writing in a specific case. An exception is the non-commercial use of the subject-matter of the industrial property for research or teaching, which is possible without the consent of the other co-owners. The parties undertake to use their best endeavours to reach an agreement on the use of the industrial property rights. The valid conclusion of a licence agreement requires the consent of all co-owners. The unanimous consent of all co-owners is required for the transfer of the rights in the subject-matter of the industrial property to a third party. A co-owner may transfer his share to a third party only if none of the co-owners accepts a written offer of transfer within one month. For the remaining issues, the relations between the co-owners shall be governed by the general provisions on co-ownership (the relevant provisions of Act No 89/2012 Coll., the Civil Code, as amended). Unless the co-owners agree otherwise in writing in a particular case, any proceeds from the exploitation of the subject-matter of industrial property by third parties shall be distributed among the co-owners in proportion to their co-ownership interest in the subject-matter of industrial property.
7. The above also applies to works protected under Act No. 121/2000 Coll., on Copyright, on Rights Related to Copyright and on Amendments to Certain Acts (Copyright Act), created during the implementation of the project. Exercise of the author's proprietary rights shall be vested in the contracting party whose staff created the copyright work during the implementation of the project. In the case of co-authorship by the staff of several Contracting Parties, the exercise of copyright shall be vested in all such Contracting Parties. Act No 121/2000 Coll., Copyright Act, shall apply in detail.
8. The parties undertake that the rights to the results of the project and the rights of access to them will be divided between them in such a way that the prohibition of indirect State aid according to the Commission Communication - Framework for State aid for research, development and innovation 2022/C 414/01 is duly respected.
9. The contracting parties acknowledge that, with regard to the conditions set out in the Rules for Applicants and Beneficiaries - Specific Part of the Call for Proposals Intersectoral Cooperation and Intersectoral Cooperation for ITIs (hereinafter referred to as the "Specific Part"), it is necessary to apply the principles of open science in the implementation of the project and the use of its results, in particular the principle of "open as much as possible, closed only as necessary", to ensure open access to peer-reviewed scientific publications resulting from research funded under the project, and to manage and openly access research data according to FAIR principles.
10. As part of open access to peer-reviewed scientific publications related to the research results of the project, it is necessary to ensure:
 - a. depositing the machine-readable electronic final publisher's version or the final version of the peer-reviewed manuscript accepted for publication (i.e., the version after incorporating the comments resulting from the peer-review process) in a trusted repository immediately after the date of publication;
 - b. immediate open access to the deposited publication under the terms of the latest available version of the Creative Commons Attribution International (CC BY 4.0) public license; monographs and other long text formats may be made available under the terms of a public license that

precludes modification of the publication or commercial use (e.g., CC BY-NC 4.0, CC BY-ND 4.0, CC BY-NC-ND 4.0);

c. providing information (references) about any additional research output or tools needed to verify the conclusions of the peer-reviewed publication as part of the publication record (metadata) in a trusted repository;

Each of the parties, if it is the employer of the author(s) of scientific publications, is obliged to retain the copyright in the publication to the extent necessary to comply with the obligations set out.

The metadata of publications stored in the repository must be publicly available and machine-readable in accordance with the FAIR principles and the General Recommendation on Metadata Description.

Author publication fees for open access peer-reviewed scientific publications are eligible project costs.

The partner undertakes to provide the beneficiary with all necessary assistance to fulfil the conditions of open access to peer-reviewed scientific publications required by the funder.

11. The beneficiary shall ensure that research data collected or generated during the course of the project is managed responsibly in accordance with the FAIR Principles, in particular by the following means:

a. developing a Data Management Plan in accordance with FAIR principles and updating it regularly. The current plan shall be submitted by the beneficiary with the first project implementation report.

b. storing research data, especially those related to peer-reviewed publications, in a trusted repository as soon as possible according to the Data Management Plan;

c. ensuring open access to the research data held in the repository, in accordance with the Data Management Plan, preferably under the terms of the latest available version of the Creative Commons Attribution International (CC BY 4.0) public licence, or equivalent, if required. Open access to data shall be governed by the principle of "open as possible, closed only as necessary", taking into account privacy, data protection, confidentiality, legitimate commercial interests and IP rights of third parties, national security or other legitimate interests, and other legitimate constraints. If open access to (some or all) data is not provided, this must be justified in the Data Management Plan and regular review of this justification must be ensured;

d. providing information (references) about any other research output or tools and instruments needed to reuse or validate the research data as part of the research data record (metadata) in a trusted repository (unless legitimate reasons for restricting this information apply).

The metadata of stored research data must be publicly available (to the extent that legitimate interests or constraints are protected) and machine-readable in accordance with the FAIR Principles and in accordance with the General Recommendation on Metadata Description.

The partner undertakes to provide the beneficiary with all necessary assistance to fulfil the conditions of research data management required by the funder.

12. Details on the principles of open science are given in the specific part of the Rules for Applicants and Beneficiaries and the documents referred to in the specific part of the Rules.

Article VIII
Duration of the agreement

1. The agreement is concluded for the duration covering the implementation and sustainability of the project. The expiration of the agreed-upon term of the contract does not affect the rights and obligations of the contracting parties that, by their nature, are intended to endure beyond the termination of the agreement.
2. If the partner materially breaches or repeatedly violates any of the obligations arising from this agreement or from the applicable legal regulations of the Czech Republic and the European Union, they may be excluded from further participation in the project implementation based on an approved project change. In such a case, the partner is obliged to reach an agreement with the other participants of the agreement on who will assume their obligations and the property financed by the financial support. The partner must transfer all documents and information related to the project to the recipient or the designated partner.
3. The partner can terminate cooperation with other participants of this agreement only based on a written agreement concluded with all the participants of this agreement. This agreement must also include the commitment of the other participants of this agreement to assume the individual obligations, responsibilities, and property (financed by financial support) of the withdrawing partner. This agreement will become effective no earlier than the day of the approval of the project change involving the withdrawal of the partner from the project by the Ministry of Education, Youth, and Sports. Such termination of cooperation must not jeopardize the fulfillment of the purpose under Article II of this agreement and must not cause harm to other participants of the agreement.

Article IX
Other provisions

1. This agreement shall enter into force on the date of its signing by both parties and shall become effective on the date of its publication in the Register of Contracts (<https://smlouvy.gov.cz>). In the event that the legal act granting/transferring the aid enters into force later than the publication of this contract in the Register of Contracts, the agreement shall enter into force on the date on which the legal act granting/transferring the aid enters into force.
2. Any amendments to this agreement may be made only by agreement of all parties in the form of written amendments signed by authorized representatives of the parties. An amendment referred to in Article VIII, paragraph 2 need not be in writing with the partner whose exclusion is sought. Such amendment shall enter into force and effect on the date of signature by all the parties.
3. Relations between the parties not expressly regulated by this agreement are governed by Act No. 89/2012 Coll., the Civil Code, and other generally binding legal regulations of the Czech Republic.
4. This agreement is executed in two copies, with each of the contracting parties receiving one copy.
5. Annex 1 and the application for support, which is part of the project documentation stored in the ISKP21+ system, form an integral part of this contract. The current version is accessible to both the beneficiary and the project partners in the ISKP21+ system.
6. The contracting parties declare that this agreement has been drafted based on their genuine and voluntary intent, not under duress or any other conspicuously disadvantageous conditions.

In on

Vienna, 27th February 2024

Václav
Snášel

Digitálně podepsal
Václav Snášel
Datum: 2024.03.05
13:10:44 +01'00'

Prof. Dr. B. Chris Oostenbrink

Beneficiary

Partner

Attachments:

1. Breakdown of indicators binding for fulfillment by the partner

Signiert von:	Bernard Christiaan Oostenbrink
Datum:	2024-03-01T07:48:37Z
Dieses mit einer qualifizierten elektronischen Signatur versehene Dokument hat gemäß Art. 25 Abs. 2 der Verordnung (EU) Nr. 910/2014 vom 23. Juli 2014 ("eIDAS-VO") die gleiche Rechtswirkung wie ein handschriftlich unterschriebenes Dokument.	
Dieses Dokument ist digital signiert!	
Informationen zur Prüfung der elektronischen Signatur finden Sie unter: https://www.signaturpruefung.gv.at	



Attachment Nr.1 - Breakdown of indicators binding for fulfilment by the Partner

Project: **Waste as an Alternative Source of Energy**, Operational Programme Johannes Amos Comenius

Partner: University of Natural Resources and Life Sciences

Partner University of Natural Resources and Life Sciences, together with VSB-TU Ostrava, will participate in meeting the following project indicators:

Results and outputs	Target value of the project implementation
Indicator 214 023 (Professional publications (selected types of documents) with foreign co-authorship created by the supported entities)	2