

KAPPA Programme

Agreement on Utilisation of Results

Agreement on Utilisation of Results

is concluded on April 11, 2024 (hereinafter the “Effective Date”)

between:

Biologické centrum AV ČR, v. v. i., Branišovská 1160/31, 370 05 České Budějovice, Česká republika, IČO 60077344

- the Project Promoter -

Norwegian Institute for Water research (NIVA), Økernveien 94, 0579 Oslo, Norsko, IČO 855869942

Metropolitan University, Pilestredet 46, 0167 Oslo, Norsko, IČO 997058925

Drikkevannskonsult – B. Eikebrokk, Hallfred Høyems veg 10, 7047 Trondheim, Norsko, IČO 919577649MVA

Norwegian Institute of Bioeconomy Research (NIBIO), Høgskoleveien 7, 1430 Ås, Norsko, IČO 988983837

- the Project Partner(s) -

(hereinafter, jointly or individually, referred to as “Parties” or “Party”)

relating to the Project no. **TO01000202** entitled

Drinking Water Readiness for the Future

DWARF

(hereinafter the “Project”)

Whereas:

The Parties, having considerable experience in the field concerned, have submitted a project proposal to the Programme Operator's Call for Proposals within the KAPPA Programme.

The Parties wish to make appropriate internal arrangements and binding commitments among themselves in addition to the provisions of the Project Contract to be signed by the Programme Operator and the Project Promoter.

The Parties are aware that the Partnership Agreement is based upon the DESCA model Partnership Agreement and that explanations to the DESCA model are available at www.DESCA-2020.eu.

It is hereby agreed as follows:

Section 1: Purpose

The purpose of the Agreement on Utilisation of Results is to specify the rights to the results obtained during Project realisation. The rights of the results were defined in Section 8 of the Project Agreement.

Section 2: List of results

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Section 3: Results

3.1. Ownership of Results

Results are owned by the Party that generates them.

3.2 Joint ownership

3.2.1 In case of joint ownership of Results developed in the Project jointly by two or more Parties and it is not possible to separate such Results for the purpose of applying for, obtaining and/or maintaining the relevant patent protection or any other intellectual property right, the Parties shall have joint ownership of such Results.

3.2.2 The joint owners shall use their best efforts to establish, within a six (6) month period as from the date of the generation of such Results, a written separate joint ownership agreement regarding the allocation of ownership and terms of exercising, protecting, the division of related costs and exploiting such jointly owned Results on a case by case basis.

The joint ownership agreement shall as a minimum include:

- i) a detailed definition of the relevant Results having joint ownership
- ii) a description of which of the joint owners shall have the operative responsibility for protecting and managing the jointly owned Results (hereinafter named IP Manager), including a clear description of the IP Manager's Power of Attorney; in case of a disagreement, the owner with the largest ownership stake shall take the lead.
- iii) a detailed description of how the jointly owned Result shall be protected, defended, managed and Used.

where no joint ownership agreement has yet been concluded:

- i) each of the joint owners shall be entitled to Use their jointly owned Results on a royalty-free basis, and without requiring the prior consent of the other joint owner(s), however only for carrying out non-commercial R&D projects alone or with third parties, including for permitting the said third parties to use such Results if required to carry out their own tasks in the above-mentioned projects,
- ii) save for the cases provided under 1, each of the joint owners shall be entitled to Use their jointly owned Results (directly or by granting non-exclusive licenses to third parties, without any right to sub-license), subject to the following conditions:
 - at least 45 days prior notice must be given to the other joint owner(s); and
 - Fair and Reasonable compensation must be provided to the other joint owner(s).

For the avoidance of doubt, this compensation shall not be due in case of non-commercial Use of the jointly owned Results. Non-commercial Use includes contract research for third- parties. If third parties need access to jointly owned Results for commercial exploitation, such access will be dependent upon on Fair and Reasonable Conditions to the other joint owner(s).

3.3 Transfer of Results

2.3.1 Each Party may transfer ownership of its own Results. It shall however ensure that its obligations under the Partnership Agreement and the Project Contract also apply to the new owner and that this owner has the obligation to pass them on in any subsequent transfer.

3.3.2 The transferring Party shall, however, at the time of the transfer, inform the other Parties of such transfer and shall ensure that the rights of the other Parties will not be affected by such transfer.

3.3.3 The Parties recognize that in the framework of a merger or an acquisition of an important part of its assets, a Party may be subject to confidentiality obligations which prevent it from giving the full 45 days prior notice for the transfer as foreseen in the Project Contract.

3.3.4 The obligations above apply only for as long as other Parties still have -or still may request- Access Rights to the Results.

3.4 Dissemination

For the avoidance of doubt, nothing in this Section has impact on the confidentiality obligations set out in Section 4.

3.4.1 Dissemination of own Results

3.4.1.1 During the period of 5 years after the end of the Project, the dissemination of own Results by one or several Parties including but not restricted to publications and presentations, shall be governed by the following provisions.

Prior notice of any planned publication shall be given to the other Parties at least 45 calendar days before the publication. Any objection to the planned publication shall be made in writing to the Project Promoter and to the Party or Parties proposing the dissemination within 30 calendar days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.

3.4.1.2 An objection is justified if

- (a) the objecting Party's legitimate academic or commercial interests in relation to the Results or Background would be significantly harmed; or
- (b) the protection of the objecting Party's Results or Background would be adversely affected.

The objection has to include a precise request for necessary modifications.

3.4.1.3 If an objection has been raised the involved Parties shall discuss how to overcome the justified grounds for the objection on a timely basis (for example by amendment to the planned publication and/or by protecting information before publication) and the objecting Party shall not unreasonably continue the opposition if appropriate actions are performed following the discussion.

The objecting Party can request a publication delay of not more than 90 calendar days from the time it raises such an objection. After 90 calendar days the publication is permitted.

3.4.2 Dissemination of another Party's unpublished Results or Background

A Party shall not include in any dissemination activity another Party's Results or Background without obtaining the owning Party's prior written approval, unless they are already published.

3.4.3 Open Access to scientific publications

3.4.3.1. Each Party shall ensure open access (free of charge, online access for any user) to all peer-reviewed scientific publications relating to its Results.

3.4.3.2 All Parties shall ensure that they or the authors retain sufficient intellectual property rights to comply with their open access requirements.

3.4.3.3 All Parties shall establish a Data Management Plan and shall ensure a responsible management of research data in line with the principles 'Findability', 'Accessibility', 'Interoperability' and 'Reusability' (FAIR).

Section 4: Non-disclosure of information

4.1 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".

4.2 The Recipients hereby undertake 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 Recipients including all copies thereof and to delete all information stored in a machine readable form. If needed for the recording of ongoing obligations, the Recipients may however request to keep a copy for archival purposes only.

Section 5: Final Provisions

5.1. This Agreement shall be governed by and all terms and conditions of this Agreement shall be construed in accordance with Czech law. The provisions of this Agreement and its annexes shall be applied in the first place for the interpretation of the legal actions of the Parties and the terms used by the Parties, and in the absence of such provisions, such legal actions and terms shall be assessed in accordance with the provisions of generally binding legal regulations, in particular the Civil Code as amended (Act No. 89/2012 Coll.).

5.2. If any provision of this Agreement is or becomes invalid, void or ineffective, the other provisions of this Agreement, which shall remain valid and effective, shall not be affected. In such event, the Parties undertake by agreement to replace the invalid, void or ineffective provision with a new valid and effective provision that best corresponds to the originally intended economic purpose of the invalid, void or ineffective provision. In the meantime, the corresponding provisions of the generally binding legislation of the Czech Republic shall apply.

5.3. In the event of any disputes between the Parties to this Agreement arising under or in connection with this Agreement, they shall be settled, in the absence of agreement between the Parties, by the competent court of the Czech Republic, whose local jurisdiction shall be governed by the seat of the BC CAS v. v. i.

5.4. The Parties shall not assign, transfer or pledge this Agreement or any rights, obligations, debts, claims or demands arising out of or in connection with this Agreement without the prior written consent of the other Party. This Agreement shall also be binding on the successors in title of the Parties.

5.5. Any oral agreements in the performance of the subject matter of the Contract which are not confirmed in writing by the authorised representatives of all Parties shall be legally ineffective.

5.6. The Contract may be amended and supplemented only by written and ascending numbered amendments with the consent of all Parties. For this purpose, the exchange of e-mail or other electronic messages shall not be deemed to be in writing. Any other oral agreements within this Agreement that are not supported by a written amendment as described above shall be legally ineffective.

5.7. Any correspondence between the Parties to this Contract, the content of which is connected with the creation, modification or termination of rights and obligations under this Contract (in particular withdrawal from the Contract) shall be delivered by hand. The obligation of a Contracting Party to deliver a document in its own hands to the other Contracting Party shall be fulfilled by service by post (unless both Parties agree otherwise) as soon as the post office delivers the document in its own hands to the addressee or by immediate delivery to a data box. Delivery shall

also be effective if the post office returns the document to the Contracting Party as undeliverable and the addressee has by its conduct frustrated delivery or refused to accept the document.

5.8. All textual documentation submitted in connection with the performance of the subject-matter of the Contract shall be submitted or transmitted - unless otherwise agreed by all Parties - exclusively in the English language.

5.9. The Parties agree to disclose this Contract in its entirety; including personal data contained in this Contract, or to provide information to third parties about this Contract or material parts of this Contract under the conditions defined by Act No. 106/1999 Coll., on Free Access to Information, as in effect on the date of the request for information or disclosure, and also declare that they do not consider any of the contents of this Contract to be trade secrets.

5.10. This Agreement shall enter into force on the date of its conclusion. The date of conclusion of the Contract shall be the date indicated by the signatures of the Parties, provided that if more than one date is indicated by the signatures of the Parties, the latest date shall apply.

5.11. The Contract shall become effective on the date of its publication in the Register of Contracts pursuant to Act No. 340/2015 Coll., on the Register of Contracts (under the Czech legal system), when both Parties acknowledge that the Client is, pursuant to Section 2(1) of 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, an obliged entity whose contracts are subject to the obligation of publication in the Register of Contracts. The Parties hereby agree that the publication pursuant to this Act shall be ensured by the Customer in the manner, to the extent and within the time limits resulting therefrom, whereas in the event that data (e.g. personal data, trade secrets, etc.) which have not been duly marked (green) in advance according to the agreement and in accordance with their proper definition according to the relevant legal norms, shall be excluded (made invalid) from the obligation to publish in the aforementioned Register of Contracts.

5.12. This Agreement is in writing and in five (5) copies, each of the partners receiving one original.

5.13. The Parties declare that they have duly read this Contract including its annexes (if they are part of it) and have thus familiarised themselves with its contents, that it is the expression of their free and genuine will and that it has not been concluded under duress or on manifestly unfavourable terms, and that it is concluded after mutual consultation and, as proof of their will, they affix the signatures of their authorised representatives, by which they also confirm receipt of the appropriate number of copies thereof.



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Section 7: Signatures

AS WITNESS:

The Parties signed the Partnership Agreement on separate pages by the authorized representatives on the above-mentioned day and year.



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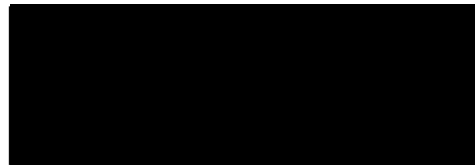
Biology Centre CAS

Libor Grubhoffer

Director of Biology Centre CAS

Date:

NIVA



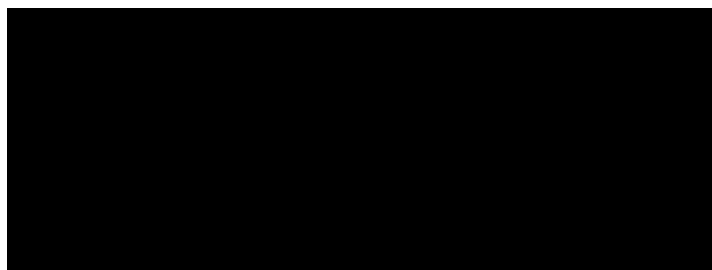
Thorjørn Larssen

Deputy Chief Executive Officer

Date:

9/4-2024

Oslo Metropolitan University



Geir Heierstad

Institute Director NIBR

Date: 18.04.2024

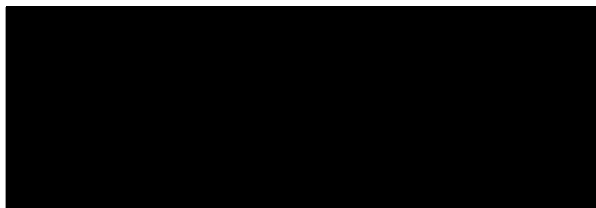
Norwegian Institute of Bioeconomy Research (NIBIO)

Nils Vagstad /Per Stålnacke

Director General/ Director of Research

Date:

17/4-24



Drikkevannskonsult – B. Eikebrokk



Owner

Date: