

PARTNERSHIP AGREEMENT

This Partnership Agreement is made on 1. 7. 2024 (hereinafter referred to as the Effective Date) between

MASARYK UNIVERSITY

ID: 00216224
VAT: CZ00216224
established in Žerotínovo nám. 617/9
601 77 Brno
Czech Republic

hereinafter referred to as **“CEITEC MU”** or a **“Party”**

and

ACCADEMIA EUROPEA DI BOLZANO (EURAC)

PIC: 999887253,
established in: VIALE DRUSO 1
BOLZANO 39100
Italy

hereinafter referred to as **“EURAC”** or a **“Party”**

(the parties shall be referred to jointly as the **“Parties”**)

in relation to the Action entitled

“Mechanisms of human co-translational quality control and its role in neural tissue”,

in short **“NeuroQuality”** (hereinafter also referred to also as the **“Action”** or **“Project”**).

The Parties

- based on their considerable experience in the field concerned, have submitted a proposal for the Project to the Granting Authority as part of Horizon Europe – the European Research Council, Starting Grant (ERC-2023-ST) and
- have entered into a Grant Agreement with the Granting Authority in order to define their rights and obligations in the relation to the Grant awarded for the implementation of the abovementioned Action (hereinafter referred to as the **“Grant Agreement”**).

The purpose of the Partnership Agreement (hereinafter referred to as the **“Partnership Agreement”** or the **“Agreement”**) is to govern the relationship between the Parties with respect to the Project, in particular concerning the cooperation between the Parties, the management of the Project and the rights and obligations of the Parties including liability, confidentiality (non-disclosure of information, intellectual property rights (ownership of results and access rights) and dispute resolution.

In case the terms of this Partnership Agreement are in conflict with the terms of the Grant Agreement, the terms of the latter shall prevail.

Should any provision of this Partnership Agreement become invalid, illegal or unenforceable, it shall not affect the validity of the remaining provisions of this Partnership Agreement. In such a case, the Parties concerned shall be entitled to request that a valid and practicable provision be negotiated that fulfils the purpose of the original provision.

1. COLLABORATION OF THE PARTIES

1. The Parties shall cooperate in the implementation of the Action as specified in the Data Sheet of the Grant Agreement and its Annex 1.
2. CEITEC MU shall perform experiments outlined in Aims 1 and 2 of the Project, evaluate, share and discuss the results. EURAC shall primarily focus on experiments outlined in Aim 3 of the Project, co-designed by both Parties, evaluate, share and discuss the results.
3. During the timeframe of the Project, the Parties shall discuss issues related to the Project, either at online/in-person meetings, over e-mail, or on the telephone. The main aim of these meetings is to realize the purpose of the Project and both Parties agree to be available for such meetings.
4. CEITEC MU shall perform the tasks of the Coordinator in relation to the Granting Authority. That means inter alia:
 - a) monitoring compliance by the Parties with their obligations under this Agreement and the Grant Agreement
 - b) keeping contact information of Parties updated and available
 - c) collecting, reviewing to verify consistency and submitting reports, other deliverables (including financial statements and related certification) and specific requested documents to the Granting Authority
 - d) transmitting promptly documents and information connected with the Project to the other Party
 - e) administering the financial contribution of the Granting Authority and fulfilling the financial tasks
 - f) providing, upon request, the other Party with official copies or originals of documents that are in the sole possession of CEITEC MU when such copies or originals are necessary for the other Party to present claims.

2. PAYMENTS

The financial contribution of the Granting Authority to the Project shall be distributed by CEITEC MU acting as the Coordinator (as specified above) according to the terms of the Grant Agreement.

3. LIABILITY OF THE PARTIES

1. 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 the Grant Agreement and this Agreement duly and in a manner of good faith.
2. Each Party undertakes the other Party of any significant information, fact, problem or delay likely to affect the Project.
3. 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.
4. It means that
 - the receiving Party shall in all cases be entirely and solely liable for the use to which it puts such information and materials, and

- neither Party granting Access Rights shall be liable in case of infringement of any third party's proprietary rights resulting from the other Party's exercise of its Access Rights.
5. The contractual liability of the Parties is limited. Accordingly, no Party shall be liable to the other Party for any indirect or consequential damage or loss or any similar damage or loss such as, but not limited to, loss of profit, loss of revenue or loss of contracts, except in the event of
 - breach of confidentiality;
 - act of wilful act or gross negligence giving rise to such damage;
 - to the extent that such limitation is not permitted by law.
 6. Neither Party shall be liable for any delay or failure to perform its obligations under this Agreement if such delay is due to Force Majeure. "Force Majeure" shall mean any cause beyond such Party's control, including, but not limited to, terrorist acts, fire, explosion, war, civil strife, riots, strike, pandemic lockout, or major/regional power or utility supply failure. This is provided that the Party affected by Force Majeure must without delay inform the other Party.

4. CONFIDENTIALITY

1. All information in whatever form or by whatever means of communication, which is disclosed or provided by a Party (the "Disclosing Party") to the other Party (the "Recipient") in connection with the Project during its implementation shall be considered confidential provided that
 - information is expressly explicitly marked as "confidential" or "sensitive" at the time of disclosure, or
 - orally disclosed information has been identified as confidential at the time of disclosure and has been confirmed and designated as confidential in writing by the Disclosing Party no later than 15 calendar days from oral disclosure at the latest as confidential information by the Disclosing Party
2. Recipient agrees
 - to apply the same degree of care with regard to the Confidential Information as with its own confidential and/or proprietary information, but in no case less than reasonable care, to keep it confidential;
 - not to disclose the Confidential Information to any third party without the prior written approval of the Disclosing Party.
3. Each Party shall use the Confidential Information solely for the purposes of the Project.
4. Confidential Information shall not include information that:
 - a) is at the time of disclosure, or thereafter becomes, publicly available through no fault of the Recipient;
 - b) is disclosed to the Recipient by a third party entitled to disclose such information in a non-confidential manner;
 - c) is known to the Recipient prior to disclosure under this Agreement, as shown by the receiving Recipient's prior written records;
 - d) can be documented to have been independently developed by the Recipient without reliance on Confidential Information;
 - e) the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential
 - f) the disclosure or communication of the Confidential Information is foreseen by provisions of the Grant Agreement
 - g) is required by applicable law and/or authority (including any court or tribunal) to be disclosed, subject to the terms of the provision 5 hereunder; or

5. The Recipient shall notify the Disclosing Party in writing in the event of
 - a) any unauthorised disclosure, misappropriation or misuse of Confidential Information with immediately upon becoming aware of such unauthorised disclosure, misappropriation or misuse;
 - b) any requirement or likely (anticipated) requirement to disclose Confidential Information in order to comply with any applicable law or regulation or with any court or administrative order, prior to any such disclosure.
6. The Recipient shall comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information which is to be disclosed under the provision 5.b) to the extent that it is lawfully required to do so.
7. The obligations of confidentiality and restricted use contained herein are applicable during the term of the Partnership Agreement and shall, thereafter, survive for **5 (five) years** after the final payment of the Granting Authority. The obligations are without prejudice to the confidentiality provisions of the Grant Agreement.

5. ACCESS RIGHTS

1. In Attachment 1 to the Agreement, the Parties have identified and agreed on the Background for the Project and have also, where relevant, informed each other that Access to specific Background is subject to legal restrictions or limits. Anything not identified in the Attachment 1 shall not be the object of Access Right obligations regarding Background.
2. Any additional Background can be added to the Attachment 1 during the Project by any Party provided the Party gives a written notice to the other Party. Any part (item) of the Background can only be withdrawn with consent of both Parties. All requests for Access Rights shall be made in writing and the requesting Party must show that the Access Rights are needed.
3. Access Rights are granted on a non-exclusive basis and free of any administrative transfer costs.
4. Results and Background shall be used only for the purposes for which Access Rights to it have been granted; the granting of Access Rights may be made conditional on the acceptance of specific conditions aimed at ensuring that these rights will be used only for the intended purpose and that appropriate confidentiality obligations are in place. Unless expressly stated otherwise, any Access Rights granted exclude any rights to sublicense.
5. Access Rights to Results and Background needed for the performance of the own work of a Party under the Project shall be granted on a royalty-free basis, unless otherwise agreed for Background in Attachment 1.
6. Access Rights to Results and Background if needed for Exploitation of a Party's own Results shall be granted on Fair and Reasonable conditions.
7. Access rights to Results for internal research and for teaching activities shall be granted on a royalty-free basis.
8. A request for Access Rights may be made up to twelve months after
 - a) the end of the Project, or
 - b) after the termination of the requesting Party's participation in the Project provided that the requesting Party has terminated.

6. OWNERSHIP OF RESULTS

1. Results are owned by the Party that generates them.
2. Joint ownership is governed by the Grant Agreement Article 16.4 and its Annex 5 (Section Ownership of results), with the following additions:
3. Unless otherwise agreed:
 - each of the joint owners shall be entitled to use their jointly owned Results for non-commercial research and teaching activities on a royalty-free basis, and without requiring the prior consent of the other joint owner(s).
 - each of the joint owners shall be entitled to otherwise Exploit the jointly owned Results and to grant non-exclusive licenses to third parties (without any right to sub-license), if the other joint owners are given: (a) at least 30 calendar days advance notice; and (b) fair and reasonable compensation.
4. The joint owners shall agree on all protection measures and the division of related cost in advance.

7. DISSEMINATION AND PUBLICATION

1. For the avoidance of doubt, as far as Confidential Information is involved, the confidentiality obligations set out in Article 4 apply to all dissemination activities described in this Article.
2. During the Project and for a period of 1 year after the end of the Project, the dissemination of own Results by one or both Parties including but not restricted to publications and presentations, shall be governed by the procedure of Article 17.4 of the Grant Agreement and its Annex 5, Section Dissemination, subject to the following provisions.
3. Prior written 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 accordance with the Grant Agreement by written notice to the Party 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.
4. An objection is justified if
 - a) the protection of the objecting Party's Results or Background would be adversely affected, or
 - b) the objecting Party's legitimate interests in relation to its Results or Background would be significantly harmed, or
 - c) the proposed publication includes Confidential Information of the objecting Party.
5. The objection has to
 - a) be substantiated in order to support or prove its reason and
 - b) include a precise request for necessary modifications.
6. If an objection has been raised the 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 measures are taken following the discussion. The Parties explicitly and above all undertake to cooperate to allow the timely submission, examination, publication and defense of any dissertation or thesis for a degree that includes their Results or Background subject to the confidentiality and publication provisions agreed in this Agreement.
7. 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, provided that the objections of the objecting Party have been addressed.

8. 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.
9. Nothing in this Agreement shall be construed as conferring rights to use in advertising, publicity or otherwise the name of the Parties or any of their logos or trademarks without their prior written approval.

8. ACCESS RIGHTS

9. In Attachment 1 to the Agreement, the Parties have identified and agreed on the Background for the Project and have also, where relevant, informed each other that Access to specific Background is subject to legal restrictions or limits. Anything not identified in the Attachment 1 shall not be the object of Access Right obligations regarding Background.
10. Any additional Background can be added to the Attachment 1 during the Project by any Party provided the Party gives a written notice to the other Party. Any part (item) of the Background can only be withdrawn with consent of both Parties.
11. All requests for Access Rights shall be made in writing and the requesting Party must show that the Access Rights are needed.
12. Access Rights are granted on a non-exclusive basis and free of any administrative transfer costs.
13. Results and Background shall be used only for the purposes for which Access Rights to it have been granted; the granting of Access Rights may be made conditional on the acceptance of specific conditions aimed at ensuring that these rights will be used only for the intended purpose and that appropriate confidentiality obligations are in place. Unless expressly stated otherwise, any Access Rights granted exclude any rights to sublicense.
14. Access Rights to Results and Background needed for the performance of the own work of a Party under the Project shall be granted on a royalty-free basis, unless otherwise agreed for Background in Attachment 1.
15. Access Rights to Results and Background if needed for Exploitation of a Party's own Results shall be granted on Fair and Reasonable conditions.
16. Access rights to Results for internal research and for teaching activities shall be granted on a royalty-free basis.
17. A request for Access Rights may be made up to twelve months after the end of the Project or, after the termination of the requesting Party's participation in the Project provided that the requesting Party has terminated its participation in the Project voluntarily and without substantial breach of its obligations.

9. AMENDMENT & ASSIGNMENT

1. Any amendments, including additions and deletions, to this Agreement must be in writing and signed by the authorized representatives of each Party.
2. No Party may assign, subcontract or otherwise transfer its rights or obligations under this Agreement without the prior written consent of the Granting Authority and of the other Party.

10. TERM AND TERMINATION

1. This Partnership Agreement shall continue in full force and effect until complete fulfilment of all obligations undertaken by the Parties under the Grant Agreement and under this Partnership Agreement
 - a) This Partnership Agreement may be terminated if
 - b) the Grant Agreement is terminated, or

- a) a Party's participation in the Grant Agreement is terminated.
2. In such case, this Partnership Agreement shall automatically terminate in respect of the Party/ies concerned, subject to the following provisions surviving the expiration or termination
 - Provisions relating to Access Rights, Dissemination and confidentiality, for the time period mentioned therein,
 - Provisions relating to for liability, applicable law and settlement of disputes
3. Termination shall not affect any rights or obligations of a Party leaving the Project incurred prior to the date of termination, unless otherwise agreed between the Parties. This includes the obligation to provide all necessary input, deliverables and documents for the period of its participation.
4. This Partnership Agreement may be terminated by either Party upon 2 months written notice to the other Party.

11. VENUE AND APPLICABLE LAW

1. This Agreement shall be exclusively governed by, and construed in all respects in accordance with the laws of the Czech Republic, without regard to its conflicts of laws rules.
2. Any disputes arising in connection with this Agreement shall be settled by negotiation between the Parties. Any claims, controversies, or disputes arising out of or in connection with this Agreement which cannot be settled amicably between the Parties shall be subject to the exclusive jurisdiction of the competent Czech courts.

12. GENERAL

1. This Partnership Agreement shall have effect from the Effective Date identified at the beginning of this Partnership Agreement.
2. If this Agreement is concluded in paper form, it shall be drawn up in two copies with the validity of an original, one of which shall be addressed to each Party. If this Agreement is concluded electronically, it shall be drawn up in one original and signed by the authorised representatives of both Parties by means of their electronic signature in accordance with the relevant legislation.

Attachment(s):

1. Background (needed to implement the Project or exploited the Results)

SIGNATURES:

XXXXXXXXXXXXXXXXXX

Attachment 1 to the Partnership Agreement: Background included

According to the Grant Agreement (Article 16.1) Background is defined as “data, know-how or information (...) that is (...) needed to implement the Action or exploit the results”. Because of this need, Access Rights have to be granted in principle, but Parties must identify and agree amongst them on the Background for the Project. This is the purpose of this attachment.

PARTY 1 MASARYK UNIVERSITY (CEITEC MU)

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
<p>‘Background’ means any data, know-how or information — whatever its form or nature (tangible or intangible), including any rights such as intellectual property rights — that is: (a) held by the beneficiaries before they acceded to the Agreement and (b) needed to implement the action or exploit the results.</p> <p>Specifically, The Party aims to utilize its established human and yeast cell lines to structurally characterize macromolecular complexes involved in ribosome-associated quality control and its associated processes (eg. involved in protein degradation). The Party possesses plasmids, human and yeast cell lines, expertise, infrastructure, and know-how to successfully address the specific aims of the proposed project. The party will further modify human cell lines to pursue the successful completion of Aims 1 and 2 of the proposed project. The party will use its cryogenic electron microscopy (cryo-EM) core facility to obtain structural data.</p>	<p>Results are owned by the Party that generates them. Joint party shall be entitled to use their jointly owned Results for non-commercial research and teaching activities on a royalty-free basis, and without requiring the prior consent of the other joint owner(s).</p> <p>Joint Party shall not include in any dissemination activity Eurac’s Results or Background without obtaining the owning Party’s prior written approval unless they are already published.</p> <p>Transfer of the material generated at the Party for implementation is subjected to Material transfer agreement.</p>	<p>Joint Party shall not include in any dissemination activity Eurac’s Results or Background without obtaining the owning Party’s prior written approval unless they are already published.</p> <p>Eurac shall be entitled to otherwise Exploit the jointly owned Results and to grant non-exclusive licenses to third parties if the joint Party is given fair and reasonable compensation.</p>

PARTY 2 ACCADEMIA EUROPEA DI BOLZANO (EURAC)

As to EURAC, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
<p>‘Background’ means any data, know-how or information — whatever its form or nature (tangible or</p>	<p>Results are owned by the Party that generates them. Joint party shall be entitled to use their jointly owned Results</p>	<p>Joint Party shall not include in any dissemination activity Eurac’s Results or Background without obtaining the</p>

<p>intangible), including any rights such as intellectual property rights — that is: (a) held by the beneficiaries before they acceded to the Agreement and (b) needed to implement the action or exploit the results.</p> <p>Specifically, The Party aims to utilize its established <i>C. elegans</i> core facility to provide the joint Party with a new complementary model system to study pathogenetic mechanisms of neurodegeneration in vivo. The Party possesses <i>C. elegans</i> expertise, infrastructure, and know-how to successfully address the specific aims of the proposed project.</p>	<p>for non-commercial research and teaching activities on a royalty-free basis, and without requiring the prior consent of the other joint owner(s).</p> <p>Joint Party shall not include in any dissemination activity Eurac’s Results or Background without obtaining the owning Party’s prior written approval unless they are already published.</p> <p>Transfer of the material generated at the Party for implementation is subjected to Material transfer agreement.</p>	<p>owning Party’s prior written approval unless they are already published.</p> <p>Eurac shall be entitled to otherwise Exploit the jointly owned Results and to grant non-exclusive licenses to third parties if the joint Party is given fair and reasonable compensation.</p>
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This represents the status at the time of signature of this Partnership Agreement.