



## BIOLOGY CENTRE CAS

address: Branišovská 1160/31, 370 05 České Budějovice, Czech Republic

IBAN: CZ39 0300 0000 0006 0077 3445 | SWIFT CODE: CEKOCZPP | VAT No.: CZ60077344

phone: +420 387 771 111 (telephone exchange) | www.bc.cas.cz | e-mail: bc@bc.cas.cz

Reference no. (BC): G-034/24

### **CONTRACT FOR PARTICIPATION IN THE PROJECT**

entered into on the date, month and year set forth below in accordance with the provisions of Section 1746(2) of Act No. 89/2012 Coll., the Civil Code of the Czech Republic, as amended (hereinafter referred to as the "**CC**"), (hereinafter referred to as the "**Contract**")

#### **Contracting parties**

##### **Beneficiary:**

##### **Biological Centre of the CAS, v. v. i.**

with registered office: Branišovská 1160/31, 370 05 České Budějovice, Czech Republic

represented by: **prof. RNDr. Libor Grubhoffer, CSc., Hon. D.Sc., dr. h. c.**, Director

ID: 60077344

VAT no.: CZ60077344

Bank account: 600773445/ 0300, registered at ČSOB, IBAN: CZ39 0300 0000 0006 0077 3445;

BIC/ SWIFT: CEKOCZPP

(hereinafter referred to as "**Beneficiary**")

**a**

##### **Partner:**

##### **University of Wrocław**

Located at: Plac. Uniwersytecki 1, Wrocław, 50-137, Poland

represented by: **dr hab. Patrycja Matusz, prof UWr**, Vice-Rector for Projects and International Relations

ID: 896 – 000 – 54 – 08

VAT no.: PL8960005408

Bank account: 32 1090 2590 0000 0001 5813 0567; registered at Santander Bank Polska

S.A., IBAN: PL32 1090 2590 0000 0001 5813 0567; BIC/ SWIFT: WBKPPLPP

(hereinafter referred to as "**Partner**")

(and the Beneficiary and the partner together, hereinafter also referred to as 'the **Parties**' or individually as 'the **Party**')



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## I.

### Introductory provisions

1. On the basis of the application submitted by the beneficiary for a grant for a research project in the field of the study of endangered butterfly species (hereinafter referred to as the "**Project Proposal**"), the following contract was concluded between the International Visegrad Fund, established in: Hviezdoslavovo nám. 9, 811 02 Bratislava, Slovak Republic, ID No.: 36060356 (hereinafter referred to as the "**Provider**"), and the Beneficiary have concluded a Contract for the Provision of Financial Resources from the International Visegrad Fund for the Support of the Visegrad Grant No. **22330074** (hereinafter referred to as the "**Grant Contract**"), the parties to the following grant project:

**Research network for impact of land-use changes in V4 countries assessed on butterfly genetics**

Subject and objectives of the grant project:

a) Evaluate changes in population characteristics of some endangered butterfly species in recent decades, especially in relation to changes in the use of the landscape for agricultural and other purposes and write 5 scientific publications, 3 popularization articles and present the results at national conferences.

b) Sharing knowledge, especially of advanced genetic methods used at the University of Debrecen.

Registration number of the grant project: **22330074** (hereinafter referred to as "the **project**")

Project start date: **1 February 2024**

Project end date: **31 July 2025**

Responsible project leader: [REDACTED], employee of the beneficiary (hereinafter referred to as the "Principal Investigator" or "PI")

Responsible project co-investigator: [REDACTED], an employee of partner (hereinafter referred to as "co-investigator" or "Co-PI")

2. This Contract is concluded in connection with the **Grant Contract and its annexes** (List of deliverables, Calendar of events), which is **Annex 1 to** this Contract. The Grant Contract is in accordance with the **Project Proposal**, which is **Annex 2 to** the Contract.

3 The purpose of this Contract is to establish the mutual relations between the Beneficiary and the Partner, to ensure the fulfilment of all the objectives of the Project and to protect the property interests of the Beneficiary who has obligations to the Provider under the Grant Contract. The Parties agree that all provisions contained in this Contract shall be interpreted and implemented in such a manner as to meet the objectives of the Project and the obligations of the Beneficiary to the Provider.

## II.

### Subject of the contract

1. This Contract establishes the rights and obligations of the Parties, the manner of their cooperation, the principles for the protection of intellectual property rights and the allocation of rights to the results of the project.



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2. The objectives of the project, its expected results and the method of verifying their achievement are precisely and bindingly stated in the Project Proposal, namely in its Articles III and IV.

3. The Partner acknowledges that the Beneficiary is not entitled to make any advance payments to the Partner. Funds spent by the Partner exclusively for the payment of the eligible and direct costs of the Project as defined in Article IV of this Contract for the purpose of the implementation of the cooperation and the Project as defined in this Contract and its Annexes shall be reimbursed by the Beneficiary to the Partner subsequently, subject to the conditions further set out in this Contract in Articles III and IV.

4. The Partner undertakes to participate in the project in accordance with this Contract and its annexes.

### III.

#### **Provision of targeted support**

1. The maximum total amount of grant funds (subsidy) provided to the beneficiary by the Provider for the entire duration of the project is **EUR 59 800,-** and is divided into two instalments, see Article 4 of the Grant Contract (*Grant Payment*) for details. The actual breakdown of the earmarked support provided by the Provider for the project implementation period is set out in the budget plan in Annex 1 to the Grant Contract (*List of deliverables*), and the support thus provided may be used exclusively to cover the direct costs of the project (Article 5.1 of the Grant Contract).

2. In accordance with the Project Proposal, the Provider shall transfer to the Beneficiary, provided that the conditions set out in the Project Proposal and the Grant Contract are met, the earmarked support from which the Beneficiary shall reimburse the Partner, subject to the fulfilment of the prescribed conditions (see Article II.3 of the Contract), for funds demonstrably spent exclusively on the reimbursement of direct eligible project costs incurred by the Partner in order to achieve the objectives of the project and under the conditions set out in the Grant Contract and the Project Proposal approved by the Provider (reg. no. **22330074**). Such costs will be reimbursed up to a maximum amount of **EUR 5 200,-** and in the structure according to Annex 4 of the Contract. The last costs may be incurred by the Partner no later than 30 June 2025.

3. The structure of the grant funds can only be changed with the prior written consent of the beneficiary, who is obliged to follow the rules for making changes (Grant Guidelines 2024, Article 5.1). If there is a change in the amount or structure of the grant funds, a written amendment to this Contract will always be negotiated between the Parties to replace Annex 4.

4. The funds transferred/reimbursed by the beneficiary to the partner under this Contract shall be earmarked aid. The Partner is obliged to use the earmarked support exclusively for the reimbursement of the recognised and previously incurred project costs under the terms and to the extent resulting from this Contract (in particular Articles III and IV), its annexes and generally binding legal regulations.

5. The partner undertakes to make all payments (for future billing and reimbursement from the special purpose aid) for the costs associated with the project only by bank transfer (cashless), exceptionally by service credit card.



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6. The partner is obliged to keep separate accounting records for the project, in accordance with generally binding legal regulations governing the keeping of accounting records, which must be kept correctly, completely, conclusively, comprehensibly, clearly, in a manner guaranteeing the permanence of accounting records and in such a way that it can provide credible, up-to-date and verifiable data on the state of management of the earmarked support at any time at the request of the Provider or the beneficiary, and to prove these data.

7. The account numbers of the Parties are set out at the head of this Contract and the Parties expressly confirm their accuracy.

8. In the event that the Provider suspends the provision of part of the grant due to a breach of the project partner's obligations, the project partner shall be liable to the beneficiary for the damage caused.

9. In the event of the Provider's request for repayment of the grant, the project partner is obliged to return the concerned part of the grant to the beneficiary in the manner and within the time limit set by the beneficiary.

### **IV.** **Cost of the project**

1. The total amount of eligible costs for the entire duration of the project is specified in the Project Proposal in Article V. Deliverables and in the List of Deliverables (Annex 1 of the Grant Contract). The detailed definition of the eligible cost items is set out in the Project Proposal. Their breakdown and distribution between beneficiaries and partners is set out in **Annex 4** to this Contract.

2. The beneficiary and the project partner may use the grant aid exclusively in the manner and under the conditions that are in accordance with the rules for granting grant aid as set out in the Project Proposal and the Grant Contract, in particular to use the aid to pay or cover eligible costs (see Grant Guidelines 2024, Annex 1) - i.e. only direct costs, in accordance with the project budget and in compliance with the principles of effectiveness, efficiency and economy as well as the grant rules and in accordance with the relevant legislation.

3. Eligible costs as defined in the Project Proposal, incurred and booked by 30 June 2025 at the latest, shall be included in the eligible costs and must be actual, strictly necessary and directly related to the achievement of the objectives and parameters of the project. Costs incurred from the date set for the start of the project may be eligible. If the date of entry into force of this Contract is later, costs incurred for the project between those dates shall be treated as if they were incurred after the date of entry into force of this Contract.

4. After 3 calendar months, the partner sends the beneficiary the supporting documents for reimbursement in electronic form to the e-mail [REDACTED]. The supporting documents must include (i) an inventory of the costs claimed for reimbursement, on an xls reporting form provided by the beneficiary to the partner by e-mail on request (see Annex 3 of the Contract); (ii) scans of the original tax invoice paid; (iii) scans of contracts; (iv) bank statements proving the payment of the document in question from the inventory of costs; (v) a request for reimbursement or an invoice issued for the amount to be reimbursed. The last supporting documents for reimbursement must be sent by the partner no later than 10 July 2025.

5. The beneficiary is obliged to reimburse the partners in CZK according to the Fund's instructions. Exchange rate losses for payments received in CZK are charged to the partner as exchange rate losses are not an eligible project cost. Payments will be made as follows:



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- a) Costs paid by the partner in EUR will be reimbursed to the partner in CZK, whereby the exchange rate announced by the CNB on the date of receiving the grant tranches to the grantee's bank account (23 February 2024), which is 25,35 CZK/EUR (<https://www.cnb.cz/en/financial-markets/foreign-exchange-market/central-bank-exchange-rate-fixing/central-bank-exchange-rate-fixing/>), will be used for conversion to CZK.
- b) Costs paid by the partner in a currency other than EUR will be reimbursed to the partner in CZK, using the exchange rate announced by the CNB on the date of receiving the grant tranches to the grantee's bank account (23 February 2024), which is 5,883 CZK/PLN (<https://www.cnb.cz/en/financial-markets/foreign-exchange-market/central-bank-exchange-rate-fixing/central-bank-exchange-rate-fixing/>). For reporting purposes, the amount claimed in PLN will be converted to EUR by a coefficient of 0.232, which is the ratio of the CZK/PLN exchange rate to the CZK/EUR exchange rate.

6. The Beneficiary shall reimburse the funds spent on the basis of a tax document (invoice) or a request for reimbursement, by transfer to the Partner's account specified in the header of this Contract. The Beneficiary undertakes to make the reimbursement no later than 30 calendar days after receipt of the documents from the Partner. The last reimbursement will be sent to the Partner no later than 31 July 2025.

7. All financial documents related to the project must be kept for at least ten (10) years and copies must be delivered to the Provider upon request.

8. If there is a substantial change in the circumstances concerning the project on the part of the partner, which the partner could not have foreseen nor caused, the partner is obliged to inform the beneficiary of this change immediately so that the beneficiary can request the Provider to change it within 7 calendar days from the date of becoming aware of such a fact.

## V.

### **Obligations of the contracting parties**

1. The Parties are obliged to keep each other regularly informed of the progress of the project and to inform each other without delay of all facts relevant to the project. For the purposes of this paragraph, material facts shall be deemed to be those facts which are not normal (day-to-day) activities which the other Party expects to be carried out by the Party concerned in view of the nature of the project. Material facts shall also include communications with the Provider, in particular about anticipated inspections or evaluations of the project design. The following e-mail addresses will be used for communication purposes: [REDACTED] for the beneficiary and the [REDACTED] for the partner.

2. The Parties are obliged to notify each other without delay of any changes to any facts stated in the approved Project Proposal and any other changes and facts that could affect the design and objectives of the Project or the fulfilment of the obligations agreed in the Grant Contract, so that the Beneficiary can inform the Provider of such change within 7 calendar days from the date on which they became aware of such fact.

3. The Parties undertake to strictly comply with the rules for the provision of earmarked aid, i.e., the rules on public aid (GBER, Framework and other relevant regulations), given by the



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Grant Guidelines, the Grant Contract and the Project Proposal, as well as the related internal regulations of the Provider and other relevant regulations.

4. The Partner undertakes to comply with all the obligations of the Beneficiary as well as the obligations of the Partner arising from the Grant Contract and the Project Proposal in the implementation of the Project, with the exception of those provisions whose nature implies that they cannot apply to the Partner. In particular, the Partner undertakes to comply with its obligations under the Project Proposal, the Grant Contract and the Grant Guidelines, both towards the Provider and the Beneficiary.

5. The Partner undertakes to provide the Beneficiary with cooperation in the case of control of the fulfilment of the project objectives, including control of the use and utilisation of the support and the effectiveness of the recognised project costs under the Grant Contract by the Provider.

6. The Partner undertakes to provide the Beneficiary with all the necessary cooperation in order to fulfil all the obligations that the Beneficiary has towards the Provider.

7. The Partner is further obliged to:

- a) to familiarize themselves and their co-PI before signing the Contract with the text of the Grant Guidelines (version 2024) of the Fund (Provider), which the Fund applies in the organization and handling of grants, including the grant provided to the Beneficiary under the Grant Contract and this Contract, and which are published on the Fund's website ([www.visegradfund.org](http://www.visegradfund.org)), and which the Beneficiary and Partner are obliged to accept and follow,
- b) not to use grant funds, other than for overheads, for expenditure characterised in Article 5.6 of the Grant Contract (*Use of Grant*), such as capital investment, VAT refunds, own indirect costs and internal costs or invoices,
- c) use grant funds in accordance with the project budget in an efficient and cost-effective manner,
- d) note that all formal communication with the Fund (Provider) must be in English,
- e) indicate the Fund's support for the project to the same extent as the beneficiary is obliged to indicate it under the Grant Contract, i.e. in the manner described in Article 7.4 (*Additional Terms and Conditions*),
- f) adhere to the principles of environmental sustainability in connection with the project and by all possible means (i.e. saving electricity, water and other resources, giving preference to local goods and services, printing only when necessary and on both sides of the paper, etc.),
- g) to follow the Project Proposal to the extent that the Project Proposal is relevant to the performance of the Contract; the Partner is obliged to oblige the co-investigator to do so,
- h) initiate and implement the project/parts of the project within the timeframe and scope set out in the approved Project Proposal,
- i) to participate with the beneficiary in the preparation of interim, intermediate





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and final reports and other relevant information in accordance with the Project Proposal (in particular V. Deliverables) relating to the project, to the extent required by the Beneficiary.

8. The co-investigator is responsible to the partner for the proper and professional level of the project. The rights and obligations of the Co-PI in relation to the Beneficiary are addressed in the provisions of this Contract and the Project Proposal.

9. The Partner is responsible for the fact that the Co-PI agrees to be appointed as a Co-PI, that it has been informed about the content of this Contract, including the content of all its annexes and amendments, as well as the Project Proposal, and that it undertakes to comply with all provisions of generally binding legal regulations, grant Guidelines, the Contract, including its annexes and amendments, the Grant Contract and the Project Proposal in relation to the Beneficiary and the Provider.

10. The Partner hereby confirms to the Beneficiary that the above-mentioned Co-PI has an employment relationship with the Partner.

11. The Partner is obliged to submit to the Beneficiary all the documents required by the Beneficiary for the preparation of the partial, interim and final reports no later than 20 calendar days before the deadline for their submission, which is set by the Provider.

### **VI.**

#### **Rights and protection of results**

1. The Parties shall enter into the project with the specific skills, know-how and other intellectual property rights required for the implementation of the project (hereinafter referred to as "Contributed Knowledge"). Contributed Knowledge shall remain the property of the Party that contributed it to the project.

2. If it is necessary for the solution of the project, the Party is entitled to use the knowledge contributed by the other Party free of charge, but only to a reasonable extent and for the duration of the solution of the project.

3. The results of the project developed or created by the creative work of only one Party (or its employees) shall be the sole property of that Party.

4. Where the result has been achieved by the cooperation of the Parties, such result shall be jointly owned by the Parties (in the case of works of authorship and artistic creations, such result shall be subject to the joint exercise of copyright and rights related to copyright). The co-ownership interests in such result shall correspond to the extent to which the employees of the Parties have contributed to the creation of such result.

5. The rights of the authors and originators of the results are not affected by the provisions of the preceding paragraphs. Each Party shall be responsible for settling the claims of authors and originators on its side so that the results can be used in accordance with this Contract, the Grant Contract and the Project Proposal.

6. The results of the project jointly owned by the Parties are entitled to be used by each Party separately for research, development and education purposes. The Parties agree that in the event of commercial exploitation of the result, they shall conclude a separate agreement in relation to it, which shall set out the detailed conditions for the exploitation of the result, the shares in its commercialisation, the circumstances for negotiating any subsequent licence



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agreements, as well as the manner and extent of the exploitation rights.

(7) The Contracting Party, as the owner of the results, is obliged to ensure, at its own expense and responsibility, the appropriate protection of the intellectual property embodied in the results of the project. The protection of the intellectual property shall consist in particular in the filing of domestic and/or foreign applications for invention, trademark, utility or industrial design, in the protection of the results through copyright, or in the confidentiality of confidential information about the results.

8. In the event that the Contracting Parties decide to protect a result which is jointly owned by the Contracting Parties in the form of industrial-law protection, they shall, before filing the relevant application, conclude an agreement by which they shall regulate in writing their mutual rights and obligations with respect to such result - in particular the manner and form of use, the co-ownership shares, the proportion of payment of the costs associated with the conduct of the relevant proceedings in order to achieve the most advantageous protection, the designation of the Contracting Party which will coordinate the provision of the most advantageous protection, as well as the manner of its use.

9. If tangible or intangible fixed assets (e.g. software) are acquired jointly by the beneficiary and partner from the grant, they will be co-owned by the beneficiary and the partner in the proportion of their respective shares in the acquisition of these assets. If the grant is used to acquire assets by only one of the contracting parties, the assets will be owned by the contracting party concerned only.

10. The partner shall not be entitled to dispose of any property acquired by the partner in direct connection with the implementation of the project objectives and acquired with the special purpose aid provided, in relation to third parties, without the prior written consent of the beneficiary, until all obligations arising for the partner under this Contract have been fully settled.

## VII.

### **Duration of the contract**

1. The Contract is concluded for a fixed period. The validity and effectiveness of this Contract shall expire 50 days after the date of completion of the project, including any extension of the implementation period. Provisions of the Contract for which it is clear that it was the intention of the Parties that they should not cease to be valid and effective on the expiry of the period for which the Contract is concluded shall remain valid and effective beyond the expiry of the Contract.

2. The rights and obligations of the Provider and/or the Beneficiary and the obligations of the Partner under this Contract relating to the control and evaluation of the project, control of the use and disbursement of the earmarked support, control of the management of the earmarked support, control of the effectiveness of the eligible costs and the fulfilment of the obligations of the Partner and the Co-Issuer under this Contract shall continue to the same extent after the termination of the Contract, including the possibility of applying a contractual penalty.

3. The Beneficiary shall always be entitled to terminate this Contract without notice if any of the following occurs:

- a) if the partner loses its eligibility for the project resulting from generally binding legal regulations and the Project Proposal, in particular if it ceases to be authorised to carry out activities in the project required by a specific legal regulation or if it enters into





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liquidation or insolvency proceedings have been initiated in which bankruptcy or threatened bankruptcy is being resolved or has been decided;

- b) if the legal entity partner is dissolved without liquidation or if the rights or obligations of the other participant/partner under this Contract should be assumed by any other entity by virtue of any legal fact;
- c) at any time after the execution of this Contract, it becomes apparent that the Partner or Co-PI has been or is involved or is to be involved in any project with the same or similar issues as the Project and has received, is receiving, or will receive support from another source, or it becomes apparent that the Partner or Co-PI must have known of the existence of such a project prior to the submission of the Project Proposal without being involved in such a project itself;
- d) if the Partner is found to have made false, incomplete or misleading statements in any document delivered to the Beneficiary in connection with the conclusion of this Contract or the performance of its obligations under this Contract, or to have received support on the basis of incomplete, false or misleading statements made by the Partner;
- e) if at any time after the conclusion of this Contract it becomes apparent that the Partner has provided false, incomplete or misrepresented information in the Project Proposal;
- f) if, at any time after the conclusion of this Contract, it becomes apparent that the Partner has failed to comply with any of its information obligations under the Project Proposal or generally binding legal provisions in a proper or timely manner;
- g) if at any time after the execution of this Contract it becomes apparent that any of the representations, acknowledgements or warranties of the Partner set forth in this Contract are untrue;

4. Furthermore, the Beneficiary is entitled to terminate this Contract without notice in cases where this authorisation is specified in individual provisions of this Contract or the Project Proposal or where it results from generally binding legal regulations.

5. The Beneficiary is entitled to withdraw from the contract if:

- a) The Fund has withdrawn from the Grant Contract for the reasons set out in Article 8, paragraph 8.3 of the Grant Contract, or
- b) any of the contractual requirements are not met by the Partner or breached by the Partner and the Partner shall not remedy such deficiency or breach within an additional reasonable period provided by the Beneficiary in the written call for the remedy; or
- c) deficiencies are determined that could in a significant way affect the result or approved schedule during the implementation of the Project, mainly, but not limited to, the Outputs of the Project do not meet the requirements under this Contract and its attachments; or
- d) the good reputation of the Fund is damaged by the Partner; or
- e) the Fund learns about a misuse of any funds granted to the Partner by the Grantee or the funds provided by the Fund are used intentionally or negligently on any other purpose that specified in the Project proposal.

6. The Beneficiary is entitled to withdraw from the Contract in whole or in part if the Partner is convicted of a criminal offence referred to in Section 7(3)(a) or (b) of the VPA. Withdrawal from the Contract for this reason shall terminate the Contract in its entirety from the outset



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and the Partner shall be obliged to reimburse all earmarked support. Furthermore, the beneficiary is entitled to withdraw from the Contract in cases where this entitlement arises from individual provisions of the Contract or from generally binding legal provisions.

7. Any agreement on termination of this Contract shall stipulate the terms of termination of this Contract and the proper accounting of all funds spent by the Partner on the Project.

8. This Contract will also be terminated in the event that the contract between the Provider and the Beneficiary is terminated, effective upon termination of the Grant Contract.

9. If the Contract is terminated by notice, agreement of the Parties or otherwise, the obligations under this Contract shall cease on the effective date of termination of the Contract, i.e. on the date of delivery of notice to the other Party, on the effective date of the agreement on termination of this Contract, or on the date agreed by the Parties in the agreement on termination of this Contract or on the date of termination of the Grant Contract or on the date resulting from generally binding legal regulations. Within 15 calendar days of the effective date of termination of the Contract, the Partner shall prepare and deliver to the Beneficiary a final report on the implementation of the Project.

10. If the Contract is terminated by the Beneficiary's withdrawal from the Contract following the Fund's withdrawal from the Grant Contract, the obligations under this Contract shall terminate on the date of delivery of the withdrawal to the other party. In such case, the Partner shall undertake and be obliged to repay all earmarked support paid to the Beneficiary as of the effective date of termination of the Contract no later than 15 calendar days after the effective date of termination of the Contract.

11. The notice of withdrawal shall be delivered in writing in person or by registered mail to the address of the relevant Contracting Party stated in this Contract. The notice of withdrawal shall be considered received on the date of its delivery. If the delivery of the withdrawal notice is rejected by the relevant Contracting Party, the rejection date shall represent the date of delivery. In the case of postal deliveries, the withdrawal notice shall be considered received on the third day of its postal deposit, irrespective the addressee's knowledge of such deposit.

### **VIII.** **Protection of information**

1. All information relating to the project, the results of the project and the trade secrets of the Parties shall be considered confidential. The Parties undertake not to disclose confidential information of the other Party to any third party without the prior written consent of the other Party and otherwise to take due care to keep it confidential. This does not apply to information which the Contracting Party is obliged to publish or provide to public authorities, law enforcement authorities, inspection authorities or the Provider on the basis of generally binding legal regulations, the Project Proposal and the Grant Contract, as well as to information provided to the IS R & D & I (IS VaVal).

2. The Parties undertake to keep confidential all confidential information within the meaning of the preceding paragraph. If a Party provides confidential information of the other Party to a third party, the Party shall undertake to keep the confidential information confidential and to use it only for the purposes for which it was provided.



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## **IX.** **Sanctions**

1. In the event that the Partner breaches any of its obligations under this Contract or in the event of the discovery of deficiencies that could materially affect the outcome or the approved timetable for the implementation of the Project, the Beneficiary shall be entitled to suspend the provision of the earmarked support to the Partner on the basis of a written notice until the Partner has fulfilled all its contractual obligations. In such a case, the Partner shall not be entitled to compensation for damages incurred as a result of the suspension or discontinuation of the provision of the grant.

2. The Grantee shall be entitled against the Partner for a contractual penalty in the amount of 20% of the amount of the Grant (the "Contractual Penalty"), if such penalty is required by the Fund to be paid by the Grantee due to any of the following reasons:

- a) any data provided by the Partner turns out to be false or not up-to-date,
- b) the Partner fails to deliver to the Grantee any of the reports according to this Contract in time,
- c) the Partner fails to observe its part of the Budget or the Grant or any part of it is used in conflict with the terms stipulated in this Contract or Grant contract,
- d) the Partner breaches any of obligation arising from Article 7.4 of the Grant Contract.

3. The Contractual Penalty mentioned in the article IX.2 of the Contract shall be paid by the Partner within 15 working days from the written notice of the Grantee. The Contractual Penalty payment shall not affect the Grantee's right to request a damage compensation for any damages caused to the Grantee.

4. If the Partner breaches any obligation to which it has committed itself in accordance with Article V, paragraphs 3-6, 7.g) h) i), 8-10 of this Contract (Obligations of the Parties), the Partner shall be obliged to pay the Beneficiary a contractual penalty of EUR 500 for each individual case of breach of obligation. Payment of the contractual penalty shall be without prejudice to the Beneficiary's right to full compensation.

5. In the event that, as a result of a breach of the Partner's obligations arising from legal regulations, from this Contract, the Grant Contract or the Project Proposal, the Beneficiary is obliged to pay the Provider any amount (in particular contractual penalties, default interest, compensation for damages), or is obliged to return to the Provider the funds provided or a part thereof, the Partner is obliged to pay the Beneficiary compensation for damages in the amount corresponding to the amount paid and/or returned by the Beneficiary to the Provider, within 15 working days of receipt of a request for payment by the Beneficiary.

6. Termination of this Contract in any manner (unless otherwise agreed herein) shall not affect the Beneficiary's right to claim penalties or damages under this Contract.

## **X.** **Dispute Resolution**

Any disputes between the Parties arising out of or relating to the provisions of this Contract shall always be resolved amicably by mutual agreement in the first instance. If an amicable solution is not reached within a reasonable time, either of the Parties shall have the right to submit the matter to a court of law, whereby the Parties agree that local jurisdiction shall be



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address: Branišovská 1160/31, 370 05 České Budějovice, Czech Republic

IBAN: CZ39 0300 0000 0006 0077 3445 | SWIFT CODE: CEKOCZPP | VAT No.: CZ60077344

phone: +420 387 771 111 (telephone exchange) | www.bc.cas.cz | e-mail: bc@bc.cas.cz

determined by the registered office of the Beneficiary, i.e. exclusively by the competent Czech courts.

### XI.

#### **Final provisions**

1. Terms used in the text of this Contract shall have the same meaning as similar terms used and defined in the Project Proposal or the Grant Contract, except as expressly defined in the text of this Contract. In the event of a conflict between the provisions of the Grant Contract and the Project Proposal, the provisions of the Grant Contract shall prevail. In the event of a conflict between this Contract and the Grant Contract, the Grant Contract shall always prevail, except in the case of provisions which, by their nature, imply that they cannot apply to the Partner.

2. This Contract shall be governed by Czech law, and the relevant provisions of the Civil Code of the Czech Republic and other related regulations shall apply to the relations governed by, arising out of and in connection with this Contract.

3. The Parties are obliged to keep all documents relating directly or indirectly to the Project and its progress in accordance with the conditions set out in the Project Proposal and the Grant Contract.

4. The Parties acknowledge that all formal communications with the Provider, as well as with each other, must be in English.

5. The Contract may be amended and supplemented only by agreement of the Parties in the form of written amendments, numbered in ascending order, signed by authorised representatives of the Parties. For this purpose, the exchange of e-mail or other electronic messages shall not be deemed to be in writing.

6. The Partner is not entitled to transfer or assign the rights and obligations under this Contract to a third party without the prior written consent of the Beneficiary and the Provider.

7. The Contract 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.

8. 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 (according to the Czech legal system), when both Parties acknowledge that the Beneficiary is, pursuant to Section 2(1) of Act No. 340/2015 Coll., on Special Conditions of 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 to publish in the Register of Contracts of the Ministry of the Interior of the Czech Republic. The Parties hereby agree that the publication pursuant to this Act shall be ensured by the Beneficiary in the manner, to the extent and within the time limits resulting therefrom, while in the event that data (e.g. personal data, trade secrets, etc.) which have not been duly identified in advance as agreed and in accordance with their proper definition under the relevant legal norms shall be excluded (made unpublishable) from the obligation to publish in the aforementioned Register of Contracts.

9. Letters between the parties to this Contract, the content of which is connected with the creation, change or termination of rights and obligations under this Contract (in particular



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withdrawal from the Contract) shall be delivered by hand. The obligation of a Contracting Party to deliver a document into its own hands to the other Contracting Party shall be fulfilled when the document is delivered by post (unless both Parties agree otherwise), once the post office has delivered the document into the addressee's own hands.

10. The invalidity of any provision of this Contract shall not affect the validity of the Contract as a whole or the validity of any other part of this Contract.

11. The parties to this Contract agree that, pursuant to the provisions of Article 6 of Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter referred to as "GDPR"), they will process personal data and consent to the processing of their personal data necessary for the implementation of this Contract and the fulfilment of legal obligations for the performance of the Contract.

12. The Partner acknowledges that the Beneficiary is an obliged entity according to Act No. 106/1999 Coll., on free access to information, as amended, and that the Beneficiary is obliged to provide information according to this Act.

13. The Contract shall be in the English language and, if this Contract is concluded by electronic means, shall be executed in one original. If this Contract is executed in paper form, it shall be executed in two (2) counterparts, each of the Parties to this Contract receiving one (1) counterpart.

14. The following annex forms part of the Contract:

- Annex No. 1 - Contract for the provision of financial resources from the International Visegrad Fund Visegrad Grant No. 22330074
- Annex 2 - Project proposal
- Annex 3 - Preview of the reporting form
- Annex 4 - Structure and budget distribution between partners and Beneficiary

15. A separate, separately stored part of this Contract are:

- The Fund's Grant Guidelines (version 2024) - available on the Fund's website ([https://s3.eu-central-1.amazonaws.com/uploads.mangoweb.org/shared-prod/visegradfund.org/uploads/2023/12/Grant-Guidelines\\_2024.pdf](https://s3.eu-central-1.amazonaws.com/uploads.mangoweb.org/shared-prod/visegradfund.org/uploads/2023/12/Grant-Guidelines_2024.pdf)) – as Annex 5

16. The Parties declare that this Contract is the expression of their true and free will and the authorized representatives of the Parties affix their signatures to evidence their agreement to its contents.



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In Č. Budějovice on: \_\_\_\_\_

*For the Beneficiary:*

In Wrocław on: \_\_\_\_\_

*For the Partner:*

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Biology Centre CAS v. v. i.

**Prof. RNDR. Libor Grubhoffer, CSc.**

*Director of BC*

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University of Wrocław

**dr hab. Patrycja Matusz, prof. UW**

*Vice-Rector for Projects and International Relations*