



# BIOLOGICKÉ CENTRUM AV ČR, v.v.i.

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## Agreement on the use of research results

### Project Healthy berries in a changing climate: development of new biotechnological procedures for virus diagnostics, vector studies, elimination and safe preservation of strawberry and raspberry (hereinafter referred to as "the contract")

entered into on the date below pursuant to Section 1746 et seq. of Act No. 89/2012 Coll., the Civil Code, as amended, pursuant to Section 16 of Act No. 130/2002 Coll., the Act on Support for Research and Development from Public Funds and on Amendments to Certain Related Acts, as amended (hereinafter referred to as the "Agreement")

between

**Principal beneficiary:** **Biologické centrum AV ČR, v. v. i. (BC)**  
with registered office: Branišovská 1160/31, 370 05 České Budějovice  
Statutory body: prof. RNDr. Libor Grubhoffer, CSc., D.Sc., Director of BC  
ID: 60077344  
VAT ID: CZ60077344  
account no: 5002209089/5500 (Raiffeisenbank, a.s.)  
Mailbox ID: r84nds8  
Registered in the Register of Public Research Institutions of the Ministry of Education and Science.

and

**Another participant 1:** **VÝZKUMNÝ A ŠLECHTITELSKÝ ÚSTAV OVOCNÁŘSKÝ HOLOVOUSY s.r.o. (VŠÚO)**  
with registered office: Holovousy 129, 508 01 Holovousy  
Statutory body: Ing. Tomáš Zmeškal, Managing Director  
ID: 25271121  
VAT ID: CZ25271121  
account no: 249408669/0300 (ČSOB a.s.)  
Mailbox ID: ds5uxah  
Registered in the Commercial Register maintained by the Regional Court in Hradec Králové, Section C, Insert 11778.

and

**Another participant 2:** **Výzkumný ústav rostlinné výroby, v. v. i. (VÚRV)**  
with registered office: Drnovská 507/73, 161 06 Praha 6 - Ruzyně  
Statutory body: RNDr. Mikuláš Madaras, Ph.D., Director  
ID: 00027006  
VAT ID: CZ00027006  
account no: 25635061/0100  
Mailbox ID: **3tnj7g7**  
Registered in the Register of Public Research Institutions of the Ministry of Education and Science.

and



**Another participant 3:** **Norwegian Institute of Bioeconomy Research (NIBIO)**  
with registered office: Høgskoleveien 7, 1430 Ås, Norway  
Statutory body: Nils Vagstad /Per Stålnacke, Director General/ Director of Research  
ID: 988983837  
VAT ID: NO 988983837  
account no: NO2976940564030  
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and

**Another participant 4:** **Jan Holub s.r.o. (JH)**  
with registered office: Hvozdečko 7, 783 25 Bouzov  
Statutory body: Mgr. JAN HOLUB, Executive Director  
ID: 277 63 161  
VAT ID: CZ 277 63 161  
account no: 220 062 1425 / 2010  
Mailbox ID: e8cdfau  
It is registered in the Commercial Register of Companies - file number C 29119 kept at the Regional Court in Ostrava.

(collectively, the "Parties")

and

**Another participant 5:** **GenEver**  
with registered office: Grønland 56, 3045 Drammen, Norway  
Statutory body: Bjørnar Bjelland/Rune Bjerkestrand  
ID: 924 911 638  
VAT ID: NO 924 911 638  
Account no: NO 1506 40 70549

and

**Another participant 6:** **Sagaplant AS**  
with registered office: Prestegardsvegen 17, 3812 Akkerhaugen, Norway  
Statutory body: Tor Skilbred/CEO  
ID: 993 061 158  
VAT ID: NO 993 061 158 MVA  
account no: NO8726502523065

enter into the following agreement on the day and month set out below:

**Contract for the exploitation of the research results of the project Healthy berries in a changing climate: development of new biotechnological procedures for virus diagnostics, vector studies, elimination and safe preservation of strawberry and raspberry (hereinafter referred to as "the Contract")**

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### I. Project name and identification data

- 1.1. Based on the results of the public competition announced by the Technology Agency of the Czech Republic (hereinafter referred to as "TAČR") and on the basis of the contract on the provision of special-purpose support for the programme project in the form of a subsidy from the state budget expenditure on research, development and innovation concluded with TAČR, the main beneficiary is dealing with the following project:

Project name: **Healthy berries in a changing climate: development of new biotechnological procedures for virus diagnostics, vector studies, elimination and safe preservation of strawberry and raspberry**

Project number: **TO01000295**

Programme: the Technology Agency of the Czech Republic - KAPPA Programme (hereinafter referred to as "KAPPA Programme")

Project duration: from 1.1.2021 to 30.4.2024

Responsible Principal Investigator for the Beneficiary: [REDACTED]

Other participant 1: [REDACTED]

Other participant 2: [REDACTED]

Other participant 3: [REDACTED]

Other participant 4: [REDACTED]

Other participant 5: [REDACTED]

Other participant 6: [REDACTED]

(hereinafter referred to as the **Project**).

### II. Definition of research results

- 2.1. The Principal Recipient and the Additional Participant have achieved the following results in the Project:
- TO01000295-V1** Methodology for dormant berry bud cryopreservation, NmetS - Methodologies approved by the relevant state administration authority with jurisdiction over the issue
  - TO01000295-V2** Virus eradication method by cryopreservation tool - a cryoknife, NmetS - Methodologies approved by the competent state administration body, which is responsible for the issue
  - TO01000295-V3** Virus-tested strawberry and raspberry nuclear stocks, Gfunk - Functional sample
  - TO01000295-V4** Cryopreserved strawberry and raspberry viruses in their host plants, Gfunk - Functional sample
  - TO01000295-V5** Long-term preservation of raspberry viruses in cryopreserved shoot tips, J - Article in scientific periodical
  - TO01000295-V6** A real-time PCR kit for the detection of selected raspberry viruses, Gfunk - Functional sample
  - TO01000295-V7** Joint paper published in an impact factor journal on species composition of arthropod pests which infest raspberry, J - Article in scientific periodical
  - TO01000295-V9** A real-time PCR detection of selected raspberry viruses in a biological material, NmetS - Methodologies approved by the relevant governmental authority with jurisdiction over the issue
  - TO01000295-V10** A set for the detection of a newly identified raspberry virus in a biological material, Fuzit - Utility Model



**TO01000295-V11** A real-time PCR kit for the detection of a newly identified raspberry virus, Gfunk - Functional sample

**TO01000295-V12** A real-time PCR detection of a newly identified raspberry virus in a biological material, NmetS - Methodologies approved by the competent authority of the state administration under whose competence the issue falls

**TO01000295-V13** Methodology for co-cryostorage of virus isolates in their host plants and relevant data, NmetS - Methodologies approved by the relevant governmental authority with competence over the issue

**TO01000295-V14** Virome of raspberry/strawberry, Jimp - Original/reviewed article in a peer-reviewed journal that is included in the Web of Science (hereafter "WoS") database with the "Article", "Review", or "Letter" flag

**TO01000295-V24** Identification and molecular characterization of a new Rubodvirus from raspberry, J - Article in scientific periodical

**TO01000295-V42** Long-term preservation of strawberry viruses in cryopreserved shoot tips, J - Article in scientific periodical

**TO01000295-V43** Joint paper published in an impact factor journal on species composition and abundance of arthropod pests which infest raspberry and data on potential virus vectors if they are found, J - Article in scientific periodical

**TO01000295-V44** Joint paper on aphids and aphid-borne raspberry viruses, J - Article in scientific periodical

**TO01000295-V45** New methods for the detection of viruses infecting Rubus plants - verification in diagnostic practice (Jost)

**TO01000295-V16** Deposition of the virus isolate in the Czech national collection NPGZM, Gfunk - Functional sample

**TO01000295-V20** Known and potential invertebrate vectors of raspberry viruses, Jimp - Original/reviewed article in a peer-reviewed journal that is included in the Web of Science (hereafter "WoS") database with the "Article", "Review", or "Letter" flag

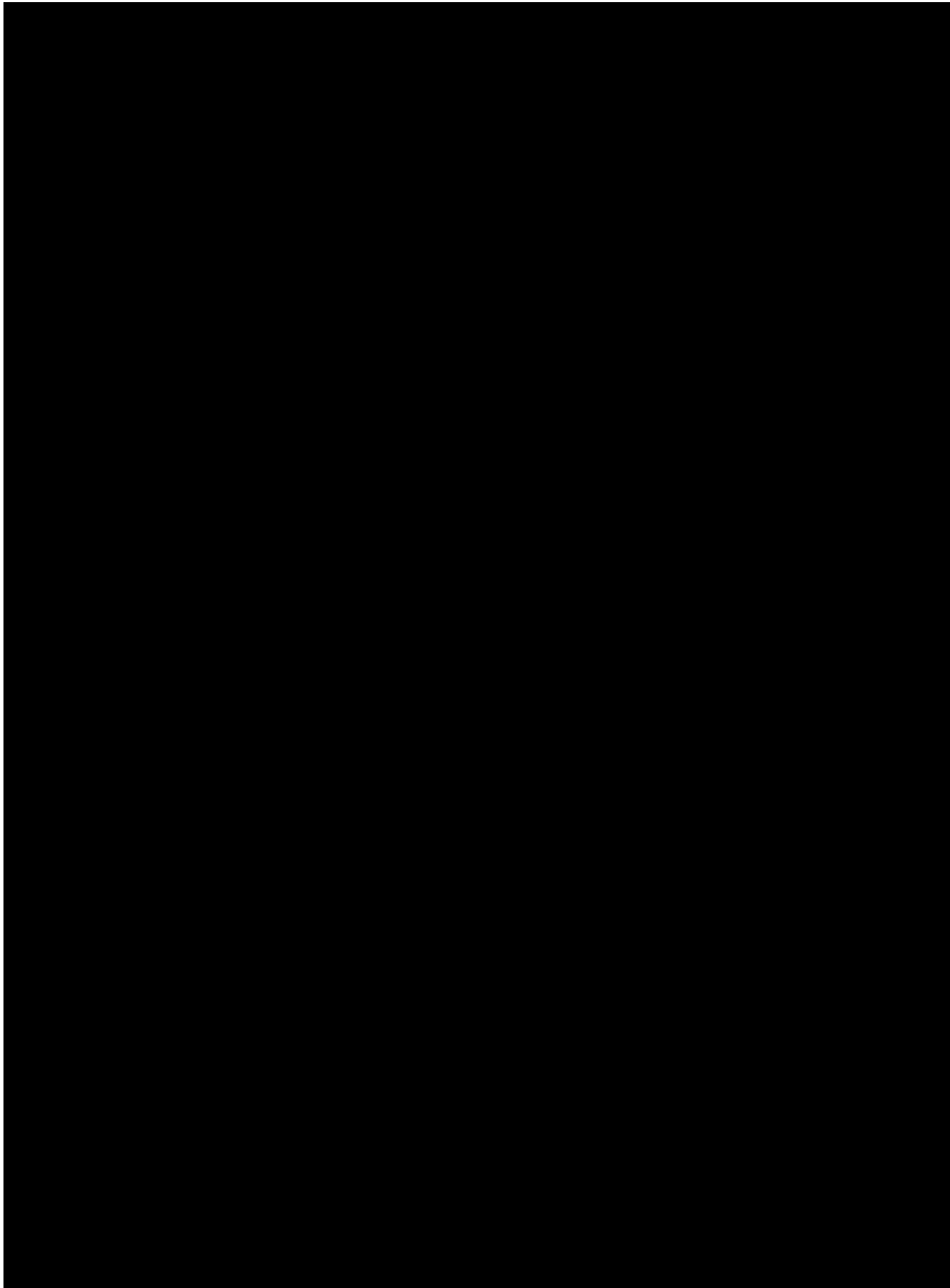
2.2. The results are in line with the planned objectives of the Project.

2.3. The Principal Recipient declares that the results of the Project are not also the results of another project or research project.

### **III. Adjustment of ownership and use rights to research results in the Project**

3.1. The Parties acknowledge that the ownership of the results is established on the basis of the inventive activity of the Parties' research teams.

3.2. The Contracting Parties' shares of each deliverable are set out in the table below:





#### IV. Intellectual property

- 4.1. The rights to the Project results and their protection are governed by Articles 14 and 15 of the General Conditions of the TAČR and § 16 of Act No. 130/2002 Coll., the Act on Support for Research and Development.
- 4.2. For the purpose of this Agreement, Intellectual Property means any result of intellectual activity that results in an intangible good that is objectively traceable and that has actual or potential productive, industrial or scientific value. These include, in particular, inventions, technical solutions protected by utility models, industrial designs, improvement designs, biotechnological inventions, trademarks, know-how, results covered by copyright and other results of intellectual activity.
- 4.3. The intellectual property owned by the Parties prior to the conclusion of the Contract and necessary for the implementation of the Project - or for the use of its results - shall remain the property of the Recipient or the Other Project Participants.
- 4.4. The Parties agree that intellectual property arising from the performance of tasks under the Project shall be the property of the Party whose personnel created the intellectual property. The Party owning such intellectual property shall bear the costs of filing applications and conducting the relevant proceedings for the protection of the intellectual property.
- 4.5. Intellectual property created in the performance of tasks under the Project through the demonstrable cooperation of the Parties' personnel shall be the common property of the Parties in the proportion of the ownership shares in which the personnel of each Party contributed to the creation of the intellectual property.
- 4.6. In the case of protection of joint intellectual property, the Parties shall assist each other in the preparation of applications, including foreign applications. The Contracting Parties shall share, in proportion to their joint ownership shares, the costs of filing applications and conducting the relevant intellectual property protection proceedings.
- 4.7. The Recipient and the Other Project Participants are responsible for the legal integrity of the Project, i.e. they are responsible for the fact that the results of the Project do not interfere with intellectual property rights or other rights of third parties for any use of the Project results in the Czech Republic and abroad. The warranties also apply in relation to other participants.
- 4.8. The consent of the other co-owners is not required for the transfer of the share of one of the co-owners to another co-owner. A co-owner may transfer his share to a third party only if no co-owner accepts a written offer of transfer within two months. In other matters, the general rules on co-ownership (Sections 1115 to 1156 of Act No 89/2012 Coll., Civil Code, as amended) govern the relations between the co-owners.
- 4.9. If either of the Parties publishes information about the Project or the results of the Project, it is obliged to consistently indicate the Project identification code according to the Central Project Register and the fact that the result of the Project was obtained with the financial contribution of the Provider within the framework of the special-purpose support for research, development and innovation. It must be ensured that the information published in connection with the Project always states "This project/result was implemented with financial support from state funds through the Technology Agency of the Czech Republic." At the same time, the Contracting Party concerned is obliged to indicate that the Project is a Project carried out in cooperation with other Contracting Parties.
- 4.10. The Principal Recipient and the Additional Participant are responsible for the legal integrity of the Project, that the results of the Project do not infringe on the rights to intellectual property or other rights of third parties, for any use of the results of the Project in the Czech Republic and abroad.
- 4.11. The publication activities of the Parties must be carried out in such a way that the rights of the Parties to protect and commercially exploit the results of the Project are not affected.
- 4.12. The Parties declare that the results of the Project referred to in this Agreement are not also the result of another project or research project.



#### **V. How to use the results of the Project**

- 5.1. The Parties declare that the agreed method of use of the results corresponds to the approved Project proposal, including the duration of their use.
- 5.2. Only the Principal Recipient and the Additional Participant as set out in the table in Article III, paragraph 3.2 above may make the research results available under a licence agreement, for a fee of at least the market value of the intellectual property rights provided. If the market price cannot be objectively determined, the licence to use the results of the Project shall be granted for the highest possible consideration. When the results are provided to an entity that has participated in the non-public support, the amount of the consideration for the provision of the results will be reduced by the amount of the non-public support provided by that entity.

#### **VI. Confidentiality of information**

- 6.1. The Project data in RIV are subject to confidentiality level C, i.e. the subject of the Project is subject to commercial confidentiality, but the Project title, Project annotation and, in the case of a completed or discontinued Project, the evaluation of the Project result delivered to the Central Register of Research, Experimental Development and Innovation Projects are modified to be disclosable.
- 6.2. Unless otherwise agreed by the Parties in a particular case, any information obtained by one Party from the other Party which is not generally known shall be considered confidential (hereinafter referred to as "Confidential Information"). The Party obtaining the Confidential Information shall keep the Confidential Information confidential and provide adequate protection against access by unauthorized persons and shall not disclose the Confidential Information to any other person, except to its employees who are entrusted with activities on the Project. The Contractor may disclose Confidential Information to other persons entrusted with Project activities only if it has entered into a confidentiality agreement with them to a similar extent.

#### **VII. Sanctions**

- 7.1. A Party that breaches its obligations under Articles IV, V and VI of this Agreement shall be obliged to pay a contractual penalty of CZK 20,000 to the Parties directly affected by the breach for each such breach. This is without prejudice to any claim for damages.

#### **VIII. Final provisions**

- 8.1. In cases not expressly covered by this Agreement, the Parties shall be bound by the law of the Czech Republic, in particular Act No. 89/2012 Coll., the Civil Code.
- 8.2. The invalidity, nullity or ineffectiveness of any provision of this Agreement shall not affect the validity of the remaining provisions. In such event, the parties to this Agreement shall replace the invalid, void or ineffective provision with a valid provision as soon as possible. Until such time, this Agreement shall be governed by the general laws of the Czech Republic.
- 8.3. Any amendment to this Agreement shall require the written agreement of all Parties.
- 8.4. This Agreement shall be governed by and construed in accordance with the substantive law of the Czech



Republic, excluding its conflict of laws rules. Any dispute between the Principal Recipient and the Additional Participant shall be settled amicably and in good faith. The Principal Recipient and the Additional Participant accept the jurisdiction of the ordinary courts of the Czech Republic as the authorities for the settlement of disputes which cannot be resolved in any other way. Any attempts at conciliation shall be made in the Czech language and under Czech law.

- 8.5. The contract is concluded for a fixed period of 5 years after the completion of the Project.
- 8.6. This Agreement shall enter into force 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). All Parties acknowledge that BC 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 (the Register of Contracts Act), 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 BC in** the manner, to the extent and within the time limits resulting therefrom. For the purposes of publication, the Parties simultaneously declare that they do not consider any part of this contract to be their business secrets preventing its publication, unless otherwise agreed. In the event that the Parties have mutually agreed that data (e.g. personal data, trade secrets) which have not been duly marked in advance (in green) as agreed and in accordance with their respective definition under the relevant legal norms, shall be excluded (made unpublishable) from the obligation of publication in the Register of Contracts maintained by the Ministry of the Interior of the Czech Republic. The provisions of this paragraph shall also apply to any amendments to this Agreement (whether earlier or later) by which this Agreement is amended or terminated.
- 8.7. The Contract is drawn up in eight copies, each copy having the value of an original. Each party shall receive one copy and the Principal Recipient shall submit one copy to the Provider.
- 8.8. The undersigned representatives of the Parties, by signing the Agreement, declare that they enter into this Agreement freely, knowingly, voluntarily and that they have fully understood the text of the Agreement and that they enter into this Agreement on the date set forth below.



**Biologické centrum AV ČR, v. v. i.**

In České Budějovice on

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prof. RNDr. Libor Grubhoffer, CSc., D.Sc.  
Director

**VÝZKUMNÝ A ŠLECHTITELSKÝ ÚSTAV OVOCNÁŘSKÝ HOLOVOUSY s.r.o.**

In Holovousy on

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Ing. Tomáš Zmeškal, Managing Director

**Výzkumný ústav rostlinné výroby, v. v. i.**

In Prague on

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RNDr. Mikuláš Madaras, Ph.D., Director

**Norwegian Institute of Bioeconomy Research (NIBIO)**

In Ås on

---

Nila Vagstad / Per Stålnacke, Director General/ Director of Research

**Jan Holub s.r.o.**

In Hvozdečko on

---

Mgr. Jan Holub, Executive Director

**GenEver**

In Drammen on

---

Bjørnar Bjelland/Rune Bjerkestrand (Statutory body)

**Sagaplant AS**

In Akkerhaugen on

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Tor Skilbred/CEO