

COLLABORATIVE RESEARCH AGREEMENT

No.: 012348/2024/00

concluded as of the last dated signature below by and between the following contracting parties

Brno University of Technology

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BIC/SWIFT: CEKOCZPP
Represented: assoc. prof. Ladislav Janíček, Rector of BUT
NATO country Project Director – NPD: [REDACTED]

hereinafter as **"BUT"** or **"Grantee"**

and

Association "Association of Innovation Laboratories"

Address: Lukasha St. 4B, 79026 Lviv, Ukraine
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Represented: Liudmyla Vasylivna Vasilenko, Ph.D., director
Partner country Project Director – PPD: [REDACTED]

hereinafter as **"Partner"**

Collectively referred to as the **"Parties"** or individually as a **"Party"**.

I.

Purpose

1. The purpose of this Agreement is to define the terms and conditions of a cooperation between the Parties for the implementation of a research and development project:

Title: **Improving the Monitoring of the state of Agricultural Land Affected by Military Operations**
Reg. No.: **SPS MYP G6296**

hereinafter as the **"Project"**.

2. The Project is funded under a Science for Peace and Security (SPS) Programme by North Atlantic Treaty Organization (hereinafter **"Funding Authority"**).

II. Project overview

1. **Project duration:** 24 months.
2. **The main objective** of the Project is to improve the performance of laboratory soil analysis which is a prerequisite for ensuring the environmental safety of agricultural products. Thanks to the cooperation between Ukrainian and Czech partners, it will be possible to assess the real extent of damage to agricultural land in Ukraine and determine the main directions of its restoration.
3. All **Project goals** are aimed at promoting mutually beneficial cooperation on issues of monitoring the condition of agricultural lands affected by the war, including the destruction from machinery, explosions and flooding, due to the importance of land as a basis for the production of ecologically safe food products. **Specific goals** according to the Project plan are to:
 - 3.1 Strengthen international cooperation to discuss existing problems with agricultural land in Ukraine, determine the actual state of soils, and identify directions for their restoration.
 - 3.2 Purchase more productive equipment for soil laboratory analysis to enable a larger land area to be covered.
 - 3.3 Collect soil samples from war-affected agricultural land in Ukraine.
 - 3.4 Conduct analysis of soil samples using various methodologies.
 - 3.5 Facilitate the exchange of experience in agricultural land analysis between specialists from the Czechia and Ukraine.
 - 3.6 Provide opportunities for young specialists from the Czechia and Ukraine to enhance their professional knowledge.
 - 3.7 Carry out an active public campaign to highlight the Project and its results on social media platforms (through the Project's website, filming a documentary about the Project, conducting social media marketing).
4. **Expected deliverables:**
 - 4.1 Establish close connections between specialists from the Czechia and Ukraine in soil analysis.
 - 4.2 Strengthen the level of laboratory equipment for both Czech and Ukrainian Project participants through the purchase of more productive tools.
 - 4.3 Cover a specific territory of war-affected agricultural land in Ukraine.
 - 4.4 Determine the specific level of damage in the designated agricultural land area.
 - 4.5 Familiarize both Czech and Ukrainian Parties with the peculiarities of soil analysis methodologies.
 - 4.6 Internship opportunities for two young specialists from both the Czechia and Ukraine.
 - 4.7 Creation of a Project website with timely updates on Project events.
 - 4.8 Production of a documentary film about the Project.
 - 4.9 Conduct active social media marketing for the Project.

5. Project schedule:

		Year 1				Year 2			
Month		1-2-3	4-5-6	7-8-9	10-11-12	1-2-3	4-5-6	7-8-9	10-11-12
Milestone									
1.	Website and equipment								
	1.1. Website								
	1.2. Equipment								
2.	Soil samples								
	2.1. Exchange meetings								
	2.2. Soil sampling								

3.	Soil sample analysis								
	3.1. Results of soil sample analysis								
	3.2. Training								
4.	Social media marketing								
	4.1. Film								
	4.2. Final conference								
	4.3. Results of social media marketing								
	Deliverable:	Website	Equipment	Meetings	Soil samples	Results of analysis	Lectures, workshops	Film	Conference
	Progress Reporting:		Milestone 1		Milestone 2		Milestone 3	Milestone 4	Final

6. Parties through their NPD and the PPD have joint responsibility and authority for the overall technical Project management including Progress Reporting.

III.

Performance of the Project

- The Parties agree to perform their respective roles and responsibilities in conducting the Project:
 - in a competent and diligent manner, exercising due care and skill;
 - using appropriately qualified and experienced personnel;
 - in compliance with:
 - the terms and conditions of this Agreement along the lines of the Project Plan;
 - the rules set out in the SPS Multi-Year Project Management Handbook (MYP Handbook) and any special conditions that may be mandated by the Funding Authority ("award conditions");
 - the principles of good scientific practice; and
 - all applicable local, state laws, legislation, regulations, rules and by-laws.
- Since the BUT retains ultimate responsibility for financial aspects of the Project, the Partner:
 - undertakes to comply with the award conditions;
 - shall use its best endeavours to not do anything which would cause the BUT to be in breach of the award conditions; and
 - shall co-operate and do all things reasonably required to assist the BUT to meet its obligations under the award conditions including providing all information that the BUT requires to fulfil the reporting obligation,
 - undertakes to comply with the financial management obligations relating to the funding.
- The Parties will use best endeavours to:
 - ensure that their Investigators follow the relevant research governance procedures; and

- (b) keep complete and accurate records and accounts for their conduct of the Project, to be sufficient to enable a complete understanding of all Project IP and expenditure by a Funding Authority. The original certified or justifying documentation must be retained by each Party, and approved copies by the NPD/PPD, for all the expenses from the Project budget, for at least five years after official closure of the Project.

IV.

Project work plan and critical milestones

1. Project work plan:

- **The 1st stage** (1–6 months) involves researching the overall historical context regarding the state of agricultural land in the Czechia and Ukraine. Acquiring and setting up Project equipment. Creating the Project website. The Ukrainian Party will visit the Czechia to coordinate the implementation of Project activities and vice versa.
- **The 2nd stage** (7–12 months) focuses on studying the research methods of the Project Parties. Soil sample collection will take place.
- **The 3rd stage** (13–18 months) involves conducting analysis of the soil samples. The Ukrainian side will be based on the methodology of conducting granulometric analysis of soil conditions, while the Czech side will be based on the methodology of studying the organic matter content in the soil.
- **The 4th stage** (19–24 months) includes summarizing the Project results. The Ukrainian Party will visit the Czechia to discuss the Project's outcomes and vice versa. Completion of a film about the Project. Organizing a concluding conference with the participation of representatives from both Parties. Finalizing the implementation of social media marketing for the Project and discussing its results.

2. Project milestones:

Event	Description	Expected Date
Kick-off	Project kick-off meeting	–
Milestone 1	First progress and Financial Report	06 months
Milestone 2	Report 2: Installation of equipment, selection of soil samples	12 months
Milestone 3	Report 3: Analysis of soil samples	18 months
Milestone 4	Report 4: Movie; final conference	24 months
Final Report	Final technical and financial report	24 months

V.

Project budget

1. BUT shall make the funding, in a **total amount of €181.480**, available to the Partner in partial milestone payments. Each milestone payment shall be the amount set forth in this Agreement for completion of the respective milestone.
2. **Milestone payments schedule:**
- for completion of the Milestone 1: **€124.314**,
 - for completion of the Milestone 2: **€23.170**,
 - for completion of the Milestone 3: **€21.466**,
 - for completion of the Milestone 4: **€12.530**.

3. Funding will be provided via bank transfer no later than 30 days from the receipt of funds from Funding Authority, provided that the respective milestone completion is confirmed by the Funding Authority.
4. In the event that the Funding Authority decides to allocate a different amount to the Project than the amount indicated in the Project Plan, the Parties undertake to adjust the amount of the funding proportionally by means of an amendment to this Agreement.
5. Transferred funding is not a subject to VAT.

VI.

Financial management

1. Partner receiving the funding agrees to ensure it will be spent only on the eligible expenditures for the Project and in accordance with the Budget workbook approved under the award conditions, unless otherwise agreed in writing between the Parties and approved by the Funding Authority (if required). Parties acknowledge that only project-specific costs reflected in the Budget workbook might be eligible for funding.
2. Partner shall submit to the BUT no later than 20 days after completion of milestones 1–4 a written annual report on the implementation of the Project, including all accounting documents, reimbursement documents and outputs from accounting. If a specific legal regulation or decision of the Funding Authority lays down different conditions for accounting or financial settlement, the Parties are obliged to comply with these conditions.
3. The Partner shall allow BUT representatives or its authorized agents access to their premises and facilities to carry out monitoring reviews and compliance audits, provide them with access to all accounts, records and other information relating to the Project, and respond fully and accurately to any inquiries BUT may make for the purpose of verifying adherence to the award conditions. The financial records of the Project, including the updated MYP Detailed Budget workbook and justifying documents must be made available to the BUT upon request. These auditing and inspection obligation must be observed for at least five years after official closure of the Project.
4. In the event that an obligation to reimburse funding payments arises for reasons other than financial settlement, the Partner is obliged to cooperate with BUT and to communicate the conditions and the method of settlement of the reimbursement.
5. The Party undertakes to inform the other Party of any inability to fulfil its obligations under this Agreement in a proper and timely manner, as well as of any significant changes in its legal status, such as, in particular, the establishment, merger or division of a company, change of legal form, reduction of share capital, entry into bankruptcy, commencement of insolvency proceedings, termination of the relevant operating licence, etc., immediately after these changes have become legally effective.
6. Partner shall return to the BUT (or directly to the Funding Authority, if this has been agreed) all transferred funding, including any pecuniary interest obtained in connection with its use, within 30 days of the date on which it notifies or should have notified the BUT in accordance with the preceding paragraph that facts have arisen as a result of which the Partner will no longer be able to fulfil its obligations under this Agreement.

VII.

Equipment, Property Inventory and Ownership

1. The title to any tangible property produced or purchased and financed under this Agreement ("**Equipment**") shall remain with the Party that produced or purchased the Equipment. Where such Equipment has been acquired or created jointly by the Parties, their share in the ownership of the Equipment shall be in proportion to their contribution, be it financial, creative or otherwise. If the individual shares cannot be determined, they shall be deemed to be equal.
2. Equipment acquired or created under this Agreement might be used by the Parties for the duration of the Project only for the Project needs and is not permitted to dispose with the property contrary to the Project objectives.

VIII.

Intellectual Property and Confidentiality

1. Confidentiality obligations and Intellectual Property rights of Parties in regard to Project are governed by the Intellectual Property Rights Agreement concluded between the Parties on 15th June 2023.

IX.

Liability and damages

1. If the Party is in breach of this Agreement and/or award conditions are violated by either Party, the Party that caused the breach/violation shall be obliged to compensate the other Party for the incurred damages.
2. The Party is not liable to the other Party in connection with this Agreement for any loss or damage however caused (including due to the negligence of that Party) that is consequential loss, indirect loss, loss of profits, loss of revenue, loss of reputation, loss of bargain or loss of opportunity.
3. No Party will be liable for any loss or damage however caused (including due to the negligence of that Party) suffered or incurred by other Party in connection with use of any Background IP, results of the Project, the Project IP, the Material or the Data.
4. A Party's liability shall not be limited under either of the two foregoing paragraphs to the extent such damage was caused by a wilful act or gross negligence or to the extent that such limitation is not permitted by law.
5. Each Party shall be solely liable for any loss, damage or injury to third parties resulting from the performance of the said Party's obligations by it or on its behalf under this Agreement or from its use of Project Results or Background IP.
6. In case the Funding Authority or any authorized auditing body claims compensation from one or both Parties the following principles shall apply:
 - (a) in case of default clearly attributable to one Party, such claims shall be solely for the account of the relevant Party whose default has caused such claim;
 - (b) in case of default which can be clearly attributed to both Parties, such claims shall be apportioned between Parties in proportion to their respective contribution to said default.

X.
Final provisions

1. The Agreement becomes valid the day it is signed by the authorised representatives of both Parties and it becomes effective at the day of its publication in the Registry of Contracts in accordance with Act No. 340/2015 Coll. The Agreement will be in force for the whole duration of the Project and until all obligations are fulfilled including the obligation towards Funding Authority. The following Articles shall survive the expiration or termination of this Agreement: VIII., IX, X.
2. This Agreement shall be executed signed in five (5) counterparts, each of which shall be deemed to be an original. The Czech Party shall receive three (3) counterparts and the Ukrainian Party shall receive two (2) counterparts.
3. This Agreement constitutes the entire agreement of the Parties about its subject matter and sets out a full statement of the contractual rights and liabilities of the Parties and supersedes all previous agreements, letters, understandings and negotiations on that subject matter, except for the Intellectual Property Rights Agreement concluded between the Parties on 15th June 2023. No manifestation made by the Parties in negotiations on this Agreement or a manifestation made after the conclusion of this Agreement may be construed at variance with explicit provisions of the Agreement and shall not establish any obligation of any of the Parties.
4. If any of the provisions of this Agreement becomes invalid or ineffective, this shall in no way prejudice other provisions hereof which shall remain valid and effective. In that case, the Parties agree to replace the invalid or ineffective provision by a new valid and effective provision which best corresponds to the originally intended purpose of the invalid or ineffective provision.
5. Any changes or additions to this Agreement shall be valid only if it is made in writing and signed by the authorized representatives of the Parties.
6. This Agreement shall be governed by the applicable laws of the Czech Republic (with exclusion of conflict-of-law rules). Any dispute arising from or related to this Agreement shall be settled amicably. If the Parties are unable to reach agreement, the dispute shall be settled by the competent courts in Czech Republic (according to BUT's seat).
7. The Parties hereby declare that they have read this Agreement prior to its signing, that this Agreement has been entered into on the basis of due consideration, as an expression of their true and free will, earnestly and in mutual understanding, without duress or otherwise obviously disadvantageous conditions. The Parties unconditionally agree with the content of this Agreement; in witness hereof the Parties attach the signatures of their authorized representatives below.

Brno 05-07-2024

[Redacted signature]

assoc. prof. Ladislav Janíček,
Rector of BUT
Brno University of Technology



Lvov 26-06-2024

dr. Liudmyla Vasylenko,
director
Association of Innovation Laboratories

