**Agreement on the Utilization of Results**

**Performing the Production and Regulatory Functions in the Forest in the Past, Present and Future – What May Be Expected from Forest Ecosystems Affected by the Climate Change?**

**(TA CR: TO01000345)**

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| **Global Change Research Institute of the Czech Academy of Sciences (GCRI)** | | | |
| Registered office | Bělidla 986/4a, 603 00 Brno | | |
| ID No. | 86652079 | VAT No. | CZ86652079 |
| Bank account No.  Registered in | 94-61722621/0710, Czech National Bank  Registry of Public Research Institutes | | |
| Represented by | Prof. RNDr. Ing. Michal V. Marek, DrSc., dr. h. c., Director | | |

**Hereinafter only as “CzechGlobe” or the “Grant Recipient”**

**And**

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| **Mendel University in Brno**  Faculty of Forestry and Wood | | | |
| Registered office | Zemědělská 1665/1, 613 00 Brno | | |
| ID No. | 62156489 | VAT No. | CZ62156489 |
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| Represented by | prof. Dr. Ing. Jan Mareš, Rector | | |

**Hereinafter only as “MENDELU” or the “Project Participant”**

**And**

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| **Forestry and Game Management Research Institute (FGMRI)** | | | |
| Registered office | Strnady 136, 252 02 Jíloviště | | |
| ID No. | 00020702 | VAT No. | CZ00020702 |
| Bank account No.  Registered in | 27938111/0100, Commercial Bank  Registry of Public Research Institutes | | |
| Represented by | Doc. Ing. Vít Šrámek, Ph.D., Director | | |

**Hereinafter only as “FGMRI” or the “Project Participant”**

**And**

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| **Vojenské lesy a statky ČR, s.p.** | | | |
| Registered office | Pod Juliskou 1621/5, 160 00 Prague 6 | | |
| ID No. | 00000205 | VAT No. | CZ00000205 |
| Bank account No. | 160848852/0300, Czech National Bank | | |
| Registered | Pursuant to Act No. 304/2013 Coll., on Public Registers of Legal Entities and Natural Persons | | |
| Represented by | Ing. Jaroslav Nerad, Director | | |

**Hereinafter only as “VLS” or the “Project Participant”**

**And**

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| **Norwegian University of Life Sciences**  Faculty of Environmental Sciences and Natural Resource Management | | | |
| Registered office | Universitetstunet 3, 1433 Ås | | |
| ID No. | NO 969 159 570 | VAT No. | NO 969 159 570 |
| Bank account No.  Established by | NO89 7694 0512 510  Under the Universities Act | | |
| Represented by | Dr. Ågot Aakra, Dean | | |

**Hereinafter only as “NMBU” or the “Project Participant”**

**(Hereinafter jointly as the “Contracting Parties” or separately as the “Contracting Party”)**

Hereby conclude, pursuant to Section 1746 (2) of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter only as the “Civil Code”), the Agreement as follows:

1. **Project**
   1. The project involves the project No. ***TO01000345*** entitled ***Performing the Production and Regulatory Functions in the Forest in the Past, Present and Future – What May Be Expected from Forest Ecosystems Affected by the Climate Change?***
   2. The Project is supported by the Technology Agency of the Czech Republic (hereinafter only as the “TA CR”) within

1st public competition of the KAPPA Programme (CZ RESEARCH Programme of the EEA and Norway Funds 2014-2021).

* 1. The Project is defined by:
     + 1. The Grant Provision Agreement No. - 2020TO01000345;
       2. The General Terms and Conditions of the TA CR KAPPA Programme:

<https://www.tacr.cz/wp-content/uploads/documents/2020/02/12/1581509245_KAPPA%20Terms%20and%20Conditions.pdf>

* + - 1. By the binding parameters of the project design, which are annexed to the Grant Provision Agreement; and
      2. By any changes, modifications and additions to the above documents, if CzechGlobe demonstrably notifies them to the Project Participants.

(Hereinafter only as the “Project Assignment”)

1. **Subject Matter and the Purpose of the Agreement**
   1. The subject of this agreement is the regulation of rights and obligations related to jointly achieved results.
2. **Rights to the Results**
   1. The rights to the results and their protection are set out in Article 14 of the General Terms Conditions, as well as in the project proposal.
   2. The existing results to be used in the project implementation are as follows:
      * 1. CzechGlobe undertakes to use data from the following data areas – Bílý Kříž (N. spruce), Rájec (N. spruce), and Štítná (E. beech);
        2. MENDELU undertakes to use data from the following data areas – Soběšice (S. pine) and Hrubý Jeseník (N. spruce – altitude gradient);
        3. FGMRI undertakes to use data from the following data areas – U Dvou louček (N. spruce, E. beech), Kocanda (E. beech, N. spruce), Hradec Králové (S. pine, E. beech), Křivina (N. spruce); and exemplary objects of forest transformation process into mixed and uneven-aged forest stand types (Pro Silva Bohemica – Kocanda (N. spruce, E. beech) and Klokočná (N. spruce, S. pine, E. beech));
        4. VLS undertakes to use data from the following data – 130 thousand ha of forests for silvicultural experiments; and
        5. NMBU undertakes to use data from the following data – forest stands provided by Glommen-Mjøsen.
   3. The data collected during the project implementation on the permanent research areas of the individual Contracting Parties, or on newly established areas, or otherwise assigned to the project upon the initiative or from the research activities of the individual Contracting Parties shall be exclusively owned by each Contracting Party; and their use by other Contracting Parties of the project during or upon termination of the project term may always be permitted only with the consent of the relevant Contracting Party.
   4. Access to outputs/results
      1. Expected distribution of the intellectual property rights among the partners will be as follows:
         1. V1: Maps of production functions for selected tree species in the Czech Republic and Norway in the past and present – CzechGlobe (70 %), MENDELU (10 %), FGMRI (10 %), VLS (0 %), NMBU (10 %)
         2. V2: Maps of ecophysiology variables related to forest regulation functions for selected tree species in the Czech Republic and Norway in past and present – CzechGlobe (70 %), MENDELU (10 %), FGMRI (10 %), VLS (0 %), NMBU (10 %)
         3. V3: Forest variables related to productive and regulation functions for selected areas in the Czech Republic and Norway derived from airborne RS – CzechGlobe (100 %) for sites in the Czech Republic, MENDELU (0 %), FGMRI (0 %), VLS (0 %), NMBU (100 %) for sites in Norway
         4. V4: Productive and regulation functions performance of forest in the Czech Republic and in Inland county (Norway) in the past, present and the future – CzechGlobe (70 %), MENDELU (10 %), FGMRI (10 %), VLS (0 %), NMBU (10 %)
         5. V5: Hodnocení ekosystémových funkcí lesa pomocí metod dálkového průzkumu (Assessment of forest ecosystem function performance by remote sensing approaches) – CzechGlobe (70 %), MENDELU (10 %), FGMRI (10 %), VLS (0 %), NMBU (10 %)
         6. V6: Vliv výchovy a typu porostu na intenzitu porostní transpirace a na mikroklimatický efekt mladých stejnorodých lesních porostů břízy bělokoré a smrku ztepilého a potenciál jejich uplatnění při obnově lesa – FGMRI 70 %, MENDELU 10 %, VLS 10 %, CzechGlobe 10 %, NMBU 0 %
         7. V7: Results reflected in strategic and conceptual documents of Forestry strategy – CzechGlobe 35 %, FGMRI 35 %, MENDELU 30 %, VLS 0 %, NMBU 0 %
         8. V8: Incorporating high-resolution climate, remote sensing and topographic data to map annual forest growth in central and eastern Europe – CzechGlobe (50 %), NMBU (20 %), MENDELU (15 %), FGMRI (15 %), VLS (0 %)
         9. V9: Productivity of coniferous forests evaluated by remote sensing and field-based models – CzechGlobe (80 %), MENDELU (0 %), FGMRI (0 %), VLS (0 %), NMBU (20 %)
         10. V10: The influence of silvicultural treatments on vitality and water regime of forest stands – FGMRI (60 %), CzechGlobe (25 %), MENDELU (10 %), NMBU (5 %), VLS (0 %)
   5. Unless the Contracting Parties agree otherwise, the property rights to the project results shall be distributed as follows:
      1. CzechGlobe – 20 %
      2. MENDELU – 20 %
      3. VULHM – 20 %
      4. VLS – 20 %
      5. NMBU – 20 %
   6. In the course of implementing the project, other results are supposed be achieved which do not have an actual or potential market value, yet promote the awareness of the project and its results; in the case of results which fall within the scope of works within the meaning of the Copyright Act, the procedure shall be in accordance with this Act, i.e. Act No. 121/2000 Coll., the Copyright Act, the Rights Related to Copyright and the Amendment of Certain Acts (Copyright Act), as amended; in other cases, any such result will no need to be protected.
   7. Other Results of the Cooperation
      1. Other results of the cooperation shall include those results which will arise in association with the implementation of the project or in association with the project design.
      2. The share of copyright or industrial property rights to individual other results of the cooperation shall be divided according to Article IV (5) of this Agreement.
      3. Any other results of the cooperation may not be published or provided until a written agreement on the use of the results has been concluded between all entities which made any contributions in terms of value to obtain the results.
3. **Confidential Information**
   1. Confidential information shall mean any information which has actual or at least potential material or intangible value and which is not readily available in the relevant business or scientific research circles, which is contained in this Agreement or obtained from the another Contracting Party in association with negotiations or performance of this Agreement.
   2. However, the following shall not be deemed as confidential information:
      1. Which is in the public domain in the time of its disclosure;
      2. Which enters the public domain otherwise than as a result of an unauthorised disclosure; and
      3. Which is provided to the Contracting Party by a third party authorised to disclose any such information.
   3. Neither Contracting Party shall disclose any confidential information to third parties, except in the following cases:
      1. The Contracting Party concerned has given its prior written consent to any such disclosure;
      2. The legal regulation or obligation imposed by the legal regulation provides for the obligation to disclose any such confidential information;
      3. The obligation stipulated by the TA CR is incompatible any such request; and
      4. Any such disclosure of the confidential information is necessary for the performance of the Agreement or the steps or activities provided for in this Agreement.
   4. The Contracting Parties hereby agree to the disclosure of confidential information by a Contracting Party, provided that they are bound by the confidentiality duty with respect to the confidential information, to the legal counsel, auditor, accountant, tax or any other adviser of the Contracting Party, employee or any other representative of the Contracting Party. Each Contracting Party shall ensure that the person to whom the confidential information is disclosed in this manner does not disclose any such confidential information or allow it to be disclosed or used by a third party.
   5. The project is subject to the “S” level of data confidentiality – complete and true data about the project will not be subject to protection under special legal regulations.
4. **Authorised Persons of the Contracting Parties**
   1. The representative of **CzechGlobe** is the Director and principal project investigator.
      1. On behalf of **CzechGlobe**, the Director is authorised to act freely in association with this Agreement.
      2. The principal project investigator is xxxxxxxxxxxxx (e-mail), who may act freely on behalf of CzechGlobe in association with this Agreement; yet he is not authorised to amend or terminate the Agreement or recognise a debt under this Agreement.
   2. The representative of **MENDELU** is xxxxxxxxxxxxxxxxx, also acting as the project investigator.
      1. On behalf of **MENDELU**, Professor xxxxxxxxx is authorised to act freely in association with this Agreement.
      2. The project investigator is xxxxxxxxxxxx. (e-mail), who may act freely on behalf of **MENDELU** in association with this Agreement; yet he is not authorised to amend or terminate the Agreement or recognise a debt under this Agreement.
   3. The representative of **FGMRI** is xxxxxxxxxx., also acting as the project investigator.
      1. On behalf of **FGMRI**, xxxxxxxxxxx is authorised to act freely in association with this Agreement..
      2. The project investigator is xxxxxxxxxxxxxxxxxxxxxx. (e-mail), who may act freely on behalf of **FGMRI** in association with this Agreement; yet he is not authorised to amend or terminate the Agreement or recognise a debt under this Agreement.
   4. The representative of **VLS** is xxxxxxxxxxxxxxxxx, also acting as the project investigator.
      1. On behalf of **VLS**, Ing. Král is authorised to act freely in association with this Agreement.
      2. The project investigator is xxxxxxxxxxxxxxxxx. (e-mail), who may act freely on behalf of **VLS** in association with this Agreement; yet he is not authorised to amend or terminate the Agreement or recognise a debt under this Agreement.
   5. The representative of **NMBU** is xxxxxxxxxxxxxxxx, also acting as the project investigator.
      1. On behalf of **NMBU**,xxxxxxxxxxxxxxxxx is authorised to act freely in association with this Agreement.
      2. The project investigator is xxxxxxxxxxxxxxxx(e-mail), who may act freely on behalf of **VLS** in association with this Agreement; yet she is not authorised to amend or terminate the Agreement or recognise a debt under this Agreement.
5. **Term and Termination of the Agreement**
   1. The Agreement has been concluded for a definite term, i.e. for the term of the project implementation and project sustainability. The contract is concluded for an indefinite period of time.
   2. The Agreement may be terminated by a written agreement of the Contracting Parties.
   3. A Contracting Party may withdraw from the Agreement in the event of a material breach by another Contracting Party.
   4. Withdrawal shall be made in writing and shall take effect upon service onto all the Contracting Parties.
   5. Withdrawal from the Agreement shall not terminate the mutual sanction liability of the Contracting Parties.
   6. Withdrawal from this Agreement or any other termination of this Agreement shall not affect the effectiveness of the Grant Provision Agreement specified in Article I (3) of this Agreement. Withdrawal or any other termination of the Grant Provision Agreement specified in Article I (3) of this Agreement shall terminate this Agreement.
   7. In the event of the early termination of this Agreement or the Grant Provision Agreement specified in Article I (3) of this Agreement by either entity, all the participating entities shall mutually settle their rights and duties.
   8. The termination of the Agreement shall not affect the obligations of the Contracting Parties regarding the rights to the results and confidential information.
6. **Common and Final Provisions**
   1. Neither Contracting Party may assign a claim, or a debt under this Agreement, or this Agreement to a third party without the written consent of the Contracting Party concerned.
   2. If any of the provisions of this Agreement becomes unenforceable (null and void), the impact of this defect on the other provisions of the Agreement shall be assessed in analogy in accordance with Section 576 of the Civil Code.
   3. The Contracting Parties hereby exclude the application of the following provisions of the Civil Code to this Agreement: Section 557 (the contra proferentem rule).
   4. This Agreement shall be governed by the laws of the Czech Republic, in particular the relevant provisions of the Civil Code and the Copyright Act. All related negotiations shall be held in the Czech language.
   5. This Agreement shall contain the entire agreement on the subject matter of the Agreement and all the requisites which the Contracting Parties were supposed to and wished to agree in the Agreement and which they consider important for the binding nature of this Agreement. No expression or statement made by the Contracting Parties during the negotiation of this Agreement or any expression or statement made after the conclusion of this Agreement shall be construed in a manner inconsistent with the express provisions of this Agreement and shall not give rise to any obligation on the part of either Contracting Party.
   6. This Agreement may be amended only in writing, in the form of numbered amendments to this Agreement. The Contracting Parties may claim the invalidity of the Agreement or its amendment due to the non-compliance with the form at any time due even if the performance has already commenced.
   7. This Agreement has been drawn up in seven copies out of which each Contracting Party shall receive one copy and the Technology Agency of the Czech Republic shall also receive one copy.
   8. The Contracting Parties hereby acknowledge that this Agreement, including all its possible annexes, is subject to mandatory publication pursuant to Act No. 340/2015 Coll., on Special Terms and Conditions for the Effectiveness of Certain Contracts, Disclosure of these Contracts and the Register of Contracts (Act on the Register of Contracts), as amended.
   9. This Agreement is concluded on the day of its signing by the authorised representatives of the Contracting Parties and shall takes effect on the day of its publication in the Register of Contracts in accordance with the above-mentioned Act, of which CzechGlobe, which will ensure publication of the Agreement, shall notify the other Contracting Parties to the contact e-mails referred to in Article VII of this Agreement immediately once the Agreement has been published in the Register of Contracts.
   10. The Contracting Parties hereby acknowledge that they will not provide any performance under this Agreement before the date of the Agreement becoming effective.

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| In Brno on | In Brno on | |
| Prof. RNDr. Ing. Michal V. Marek, DrSc., dr. h. c. | | prof. Dr. Ing. Jan Mareš |
| Director | | Rector |
| Global Change Research Institute of the Czech Academy of Sciences | | Mendel University in Brno |

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| In Prague on | In Prague on | |
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| doc. Ing. Vít Šrámek, Ph.D. | | Ing. Jaroslav Nerad |
| Director | | Director |
| Forestry and Game Management Research Institute | | Vojenské lesy a statky ČR, s.p. |
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| Ås, June ….. 2024 |  | |
| Dr. Ågot Aakra | |
| Dean | |
| Norwegian University of Life Sciences | |