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Amendment No. 1 to the 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.	

and

Another participant 5:	GeneEver
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

(collectively, the "Parties")

enter into the following Amendment No. 1 to the Agreement on the Use of Research Results dated 20.6.2024 on the date, month and year indicated below:



**Agreement for the exploitation of the research results of the project TACR KAPPA TO01000295
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 Agreement")**

1. Subject of the Amendment

Terms used in the text of this Amendment shall have the same meaning as similar terms used and defined in or referred to in the Agreement.

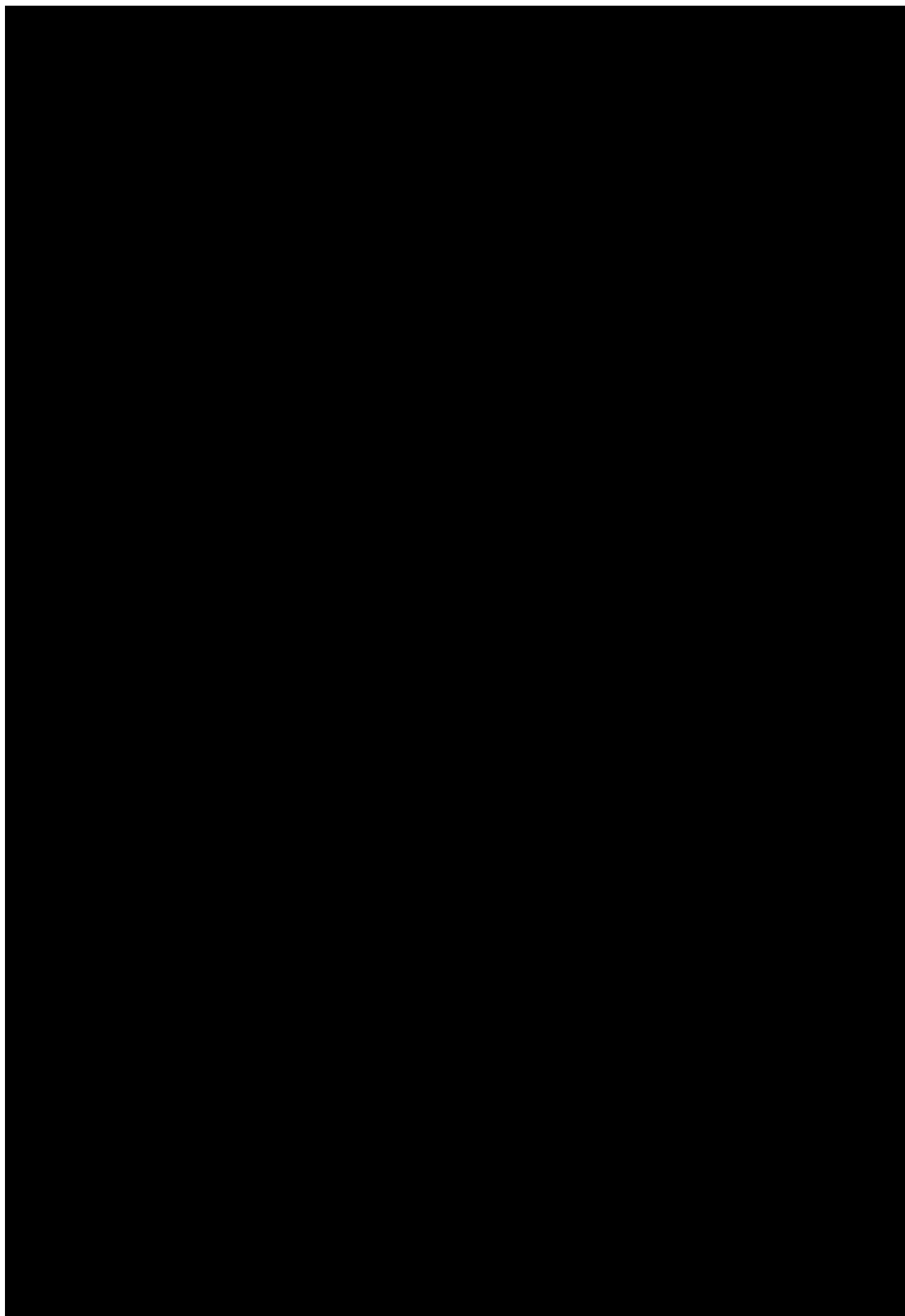
The lead beneficiary received a request from the grantor and with the need to adjust the allocation of ownership rights of the cooperating parties.

In the context of the request received, and in particular from its justification, the actual contribution and fulfilment of the targeted results of the project undertaken by the individual partners was taken into account, or a fair assessment of what and how each of them contributed to the results was made.

Article III, clause 3.2 of the Agreement on the Use of Researcher Results has been amended as follows:

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:





2. Concluding Arrangements

- a. All provisions of the Agreement not affected by this Amendment shall remain in force.
- b. The rights and obligations of the Parties not expressly provided for in this Amendment shall be governed by Act No. 130/2002 Coll. and Act No. 89/2012 Coll., Civil Code.
- c. This Amendment is drawn up in 6 copies, of which the beneficiary, the other participants shall each receive one copy.
- d. The Amendment shall enter into force on the date of its conclusion. The date of conclusion of the Amendment 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.
- e. The Amendment becomes effective on the date of its validity, unless it is subject to mandatory publication in the Register of Contracts in accordance with the Act on the Register of Contracts (No. 340/2015 Coll.), for which publication BC is an obliged entity, in which case it becomes effective only upon its publication in the Register of Contracts. The Parties hereby agree that in the event of such mandatory publication (pursuant to the Law on the Register of Contracts), it shall be ensured by BC 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 (rendered invalid) from the obligation of publication in the aforementioned Register of Contracts.
- f. The Parties declare that they have duly read this Amendment and have thus familiarised themselves with its contents, that it is the expression of their free and genuine will and that it has not been concluded under duress or on manifestly unfavourable terms, and that it is concluded after mutual negotiation and, as proof of their will, they affix the signatures of their authorised representatives, by which they also confirm receipt of the appropriate number of copies thereof.

Biologické centrum AV ČR, v. v. i.

In České Budějovice on

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

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

In Holovousy on

Ing. Tomáš Zmeškal, Managing Director

Výzkumný ústav rostlinné výroby, v. v. i.

In Prague on

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

GeneEver

In Drammen on

Bjørnar Bjelland/Rune Bjerkestrand (Statutory body)

Sagaplant AS

In Akkerhaugen on

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